

RESOLUTION NO. 11-743

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR JAIL SERVICES WITH THE SOUTH CORRECTIONAL ENTITY (SCORE).

**WHEREAS**, currently the City of Black Diamond contracts with several jurisdictions for Jail Services and would like to add the South Correctional Entity as an option when booking offenders and;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to execute an Agreement for Jail Services with the South Correctional Entity (SCORE) for a term of five years substantially in the form attached as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF APRIL, 2011.**

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:

  
Brenda L. Martinez, City Clerk

## AGREEMENT FOR INMATE HOUSING -- 2012 – 2016

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

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

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

**1. Purpose and Term.** The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the City of Black Diamond for the period January 1<sup>st</sup> 2012 through December 31<sup>st</sup>, 2016.

**2. Definitions.**

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

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

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

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

**Black Diamond Inmate** – a person subject to Black Diamond custody who is transferred to SCORE's custody under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

**8. Booking.** Black Diamond 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 Black Diamond Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Black Diamond Inmate is entitled. The information is to be used for third party billing.

**9. Classification.** Black Diamond Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The City of Black Diamond shall provide information regarding each Black Diamond Inmate as specified in **Attachment C – Classification**.

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

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

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

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

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

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

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

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

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

**13. Inmate Discipline.** SCORE shall discipline Black Diamond 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 Black Diamond.

**14. Removal from the SCORE Facility.** Except for work programs or health care, and during emergencies, Black Diamond Inmates shall not be removed from the SCORE Facility without written authorization from the Black Diamond or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Black Diamond Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of Black Diamond Inmate's emergency removal, SCORE shall notify Black Diamond by electronic means, including e-mail or fax, as soon as reasonably possible. No early release or alternative to incarceration, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. **Guaranteed Bed Rate:**

<b>2012 - 10 year Guaranteed Rate</b>	\$125
Number of Guaranteed Beds	<u>    0    </u>

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

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

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

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

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

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

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

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

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

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

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

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

For billing and other disputes:

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

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

C. For both billing and other types of disputes, SCORE and the Black Diamond 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 Black Diamond must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

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

**32. Duration of Agreement.** The duration of this Agreement shall be from January 1st, 2011, at 12:00 A.M. and shall end at 11:59 P.M., on December 31st, 2016, unless otherwise terminated in accordance with Section 34 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to SCORE and the City of Black Diamond.

**33. Independent Contractor.** In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the Black Diamond 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 Black Diamond under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

**34. Hold Harmless, Defense, and Indemnification.** SCORE shall hold harmless, defend, and indemnify the Black Diamond, 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 Black Diamond Inmate, or loss or damage to Black Diamond 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 Black Diamond 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 Black Diamond Inmate, or loss or damage to Black Diamond Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Black Diamond, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Black Diamond'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 Black Diamond and SCORE in connection with or incidental to the performance or non-performance of the Black Diamond's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Black Diamond 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 Black Diamond hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

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

**35. Insurance.** SCORE and the Black Diamond 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 Black Diamond shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto

liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

**36. Termination.**

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

B. **Imperiling Conditions:** The Black Diamond shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at the SCORE Facility present an imminent risk of serious injury or death to the Black Diamond's Inmates ("Imperiling Conditions"); 2) the Black Diamond has sent SCORE written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) SCORE has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 45 days after SCORE receives the Black Diamond's notice. Termination pursuant to this section 34(B) shall be effective if and when: 1) after at least 45 days, SCORE has not cured the Imperiling Condition(s); and 2) the Black Diamond has removed its Inmates; and 3) the Black Diamond has given SCORE formal written notice of final termination pursuant to this section 36(B).

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

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

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

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

**40. Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof

or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

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

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

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

**44. General Provisions.** Unless otherwise agreed in writing executed by both parties, on and after January 1st, 2012, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the Black Diamond and SCORE under which SCORE houses Black Diamond Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

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

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

This Agreement may be executed in any number of counterparts.

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

TO CITY: Mayor R. Olness  
24301 Roberts Dr.  
Black Diamond, WA 98010  
(360) 886-2560  
Fax: (360) 886- 2592

TO SCORE: Prior to Facility Opening:

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

Once Facility is Operational:

Director

At address designated by SCORE in writing to the Black Diamond

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

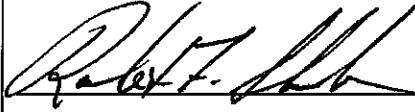
**SIGNATURE BLOCKS**

A handwritten signature in cursive script, appearing to read "Rebecca Olness", is written over a horizontal line.

**Mayor Rebecca Olness**

**SIGNATURE BLOCKS**

**Agreement for Inmate Housing with Black Diamond**



DATE 4-27-11

**Bob Sheckler**  
**Vice Presiding Officer**  
**SCORE Administrative Board**

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

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

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

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## ATTACHEMENT B

### PROPERTY

SCORE will only accept Inmate property as follows:

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

SCORE will limit property returned with the Inmate to the Black Diamond according to these criteria.

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**ATTACHMENT C**  
**CLASSIFICATION**

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

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



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## ATTACHMENT D

### BORROWING

One contracting City may "borrow" another contracting City's Inmate as follows:

1. If a contracting City requests the transport of another contracting City's Inmate from SCORE the requesting City must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting City, it is the responsibility of the requesting City to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting City shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this Agreement. The requesting City, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 34 of the Agreement.
3. SCORE will not track the Inmate once he or she has left SCORE's facility.
4. If the Inmate is returned to the custody of SCORE, the requesting City shall provide SCORE with sentencing/charge information. The requesting City shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to a city that also contracts with the SCORE for Inmate housing.

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## ATTACHMENT E

### WARRANTS/OTHER COURT ORDERS/DETAINERS

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

1. When receiving a Black Diamond Inmate, the Booking Officers shall review all paperwork provided by the Black Diamond for all grounds to hold the Inmate.
2. Prior to releasing a Black Diamond Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
  - a) If the Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Black Diamond, 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 Black Diamond 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 Black Diamond 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 Black Diamond, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. Black Diamond Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be transferred to ICE upon release from SCORE.

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## ATTACHMENT F

### INMATE RELEASE

SCORE personnel will release Black Diamond Inmates as follows:

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