



INTRLOC_00 *SOUTH CORRECTIONAL ENTITY (SCORE)*

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SOUTH CORRECTIONAL
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SOUTH CORRECTIONAL ENTITY

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

June 27, 2012

Carl Krikorian
City of Bellevue
450 110th Avenue NE
Bellevue, WA 98004

Subject: Inmate Housing Agreement with SCORE

Dear Mr. Krikorian:

At its meeting on June 27, 2012, the SCORE Administrative Board approved the subject agreement. Enclosed is the fully executed original agreement signed by the Board's Presiding Officer Denis Law.

Sincerely,

Michele Neumann
Executive Assistant

Enclosure

AGREEMENT FOR INMATE HOUSING – 2012 – 2015

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 Bellevue, a municipal corporation organized under the laws of the State of Washington (hereinafter the "City," and together with SCORE, the "Parties" or individually "Party").

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

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

1. **Purpose and Term.** The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the City for the period July 1, 2012 through June 30, 2015.

2. **Definitions.**

Business Day – Monday through Friday excluding SCORE observed holidays.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Release of Holds and Court Appearances. If a court of limited jurisdiction of the City releases a hold on a City Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that City Inmate except if the City wishes to use the video arraignment system at the SCORE Facility. In such

case, there will be a twenty-five dollar (\$25) hearing fee assessed per video appearance for court matters for which the inmate is not being held.

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

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

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

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

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

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

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

A. Guaranteed Bed Rate:

2012 – 3 year Guaranteed Rate \$90

Number of Guaranteed Beds: N/A

The above referenced Guaranteed Bed Rate (the "Guaranteed Rate") requires payment for all beds guaranteed for a minimum of three (3) years. The Guaranteed Rate is limited to the first 200 contracted beds by the City. 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 and most pharmaceuticals. Pharmaceuticals for Hepatitis, HIV, and

biologics are in addition to the guaranteed bed rate. In the event a City Inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

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

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

B. Non-Guaranteed Bed Rate:

2012 – 3 year Non-guaranteed Rate \$135

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. 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 have inmates that are in medical housing for more than 24 hours the City agrees to pay a medical housing surcharge of \$30 for each and every calendar day.

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

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

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

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

For billing and other disputes:

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

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

C. For both billing and other types of disputes, SCORE and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to the SCORE Operations Board for resolution.

The decision of the SCORE Operations Board is the final internal administrative remedy the City must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

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

32. Duration of Agreement. The duration of this Agreement shall be from July 1, 2012, at 12:00 A.M. and shall end at 11:59 P.M., on June 30, 2015 unless otherwise terminated in accordance with Section 34 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to SCORE and the City.

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

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

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

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

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

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

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

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

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

36. Termination.

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

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

C. **Material Breach:** Subject to compliance with Section 30 above, either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this

section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within 90 days, unless the parties agree in writing to a longer cure period.

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

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

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

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

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

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

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

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

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

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

This Agreement may be executed in any number of counterparts.

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

TO CITY: Lieutenant Randy Hall
Bellevue Police Department
PO Box 90012
Bellevue, WA 98009-9012
Phone: (425) 452-4224
Fax: (425) 452-6016

TO SCORE: Director
20817 17th Avenue South
Des Moines, Washington 98198
Fax: (206) 257-6210

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

City of Bellevue

BTM

SCORE

Denis Law *6/27/2012*

Denis Law

Date

Presiding Officer

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.

ATTACHEMENT B

PROPERTY

SCORE will only accept Inmate property as follows:

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

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

ATTACHMENT C
CLASSIFICATION

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

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

ATTACHMENT D

BORROWING

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

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

ATTACHMENT E

WARRANTS/OTHER COURT ORDERS/DETAINERS

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

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

**City of
Bellevue**



Post Office Box 90012 • Bellevue, Washington • 98009 9012

May 21, 2012

Penny Bartley, Director
SCORE
20817 17th Avenue South
Des Moines, WA 98198

Re: Contract Number 1210278-000 SCORE Jail Services Contract
City of Bellevue Letter of Self-Insurance

Dear Ms. Bartley:

As required in the Insurance Section of the contract noted above, the City of Bellevue is providing you with this letter as evidence of our self-insurance program. Please be advised that the City of Bellevue is a municipal corporation that fully self-insures its general, auto, and professional liability loss exposures under the provisions of Chapter 48.62 Revised Code of Washington (RCW). The City is also a self-insured employer for workers' compensation claims.

Questions regarding the City's insurance program can be referred to the Risk Management Office at (425) 452-2746.

Sincerely,

A handwritten signature in cursive script that reads "Joanne Nicolai".

Joanne Nicolai
Risk Manager
City of Bellevue

cc: Carl Krikorian

Risk Management Office
(425) 452-2746 Fax (425) 452-7256

**City of
Bellevue**



Post Office Box 90012 • Bellevue, Washington • 98009 9012

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Sincerely,

A handwritten signature in cursive script that reads "Joanne Nicolai".

Joanne Nicolai
Risk Manager
City of Bellevue

cc: Carl Krikorian

Self-Insured Coverage Document

#CT-2012



WASHINGTON CITIES INSURANCE AUTHORITY

Self-Insured Coverage Document CT-2012
 January 1, 2012, to January 1, 2013
 12:01 am Pacific Standard Time

LIMITS/ULTIMATE NET LOSS:

SELF-INSURED LAYER LIMIT:	\$4,000,000 PER OCCURRENCE
REINSURED LAYER GEM:	\$1,000,000 PER OCCURRENCE PER MEMBER
REINSURED LAYER Ironshore Indemnity, Inc.:	\$10,000,000 PER OCCURRENCE
REINSURED LAYER Allied World Assurance Company, Inc.:	\$5,000,000 PER OCCURRENCE
TOTAL LIMIT:	\$20,000,000 PER OCCURRENCE, subject to aggregates and sub-limits below and in Section I.D, and Section I. E in the WCIA Joint Protection Program.

AGGREGATE LIMITS/SUB-LIMITS:

\$4,000,000 per occurrence limit and \$4,000,000 annual aggregate limit per Member applying for the release, discharge or backup of liquids and/or effluents from waste water and/or sanitary sewer lines owned, leased, maintained or operated by a "Member" not arising directly or indirectly out of a "Flood."

\$4,000,000 per occurrence limit and \$12,000,000 annual aggregate limit for any and all liability including defense of any and all Members arising directly or indirectly out of a "Flood" including any liability arising directly or indirectly out of the ownership, maintenance, operation or use of levees or any other boundary of lakes, ponds, reservoirs, rivers, streams, harbors and similar bodies of water.

The "Flood" per occurrence and annual aggregate limit is the most the Authority will pay as a combined total of all "Flood" claims, for all Members, occurring during the term of this Coverage Document.

Flood," as used herein, shall mean "surface water", waves, tide, or tidal water, and the rising (including overflowing or breaching of boundaries) of lakes, ponds, reservoirs, rivers, streams, harbors and similar bodies of water. "Surface water" includes all water which backs up through sewers or drains.

\$4,000,000 per occurrence limit and \$4,000,000 annual aggregate per Member applying to Terrorism.

\$5,000,000 per occurrence limit and \$5,000,000 annual aggregate limit per member for Errors or Omissions Coverage arising out of the operations, ownership, maintenance or use of any airport.

\$5,000,000 per occurrence limit and \$5,000,000 annual aggregate limit per member for any liability arising out of Land-Use Planning and Land-Use Regulation, zoning, and any other development review process.

Above \$5,000,000 per occurrence \$15,000,000 annual aggregate Product Liability coverage per Member, \$15,000,000 Public Official Liability annual aggregate per Member, \$15,000,000 Employment Practice Liability annual aggregate per Member, \$15,000,000 annual aggregate per Member Employee Benefits Liability and a \$30,000,000 annual aggregate per Member for Law Enforcement Liability arising out of Member owned jails or holding facilities with overnight or greater length of stay for the confinement of inmates.

DESCRIPTION OF COVERAGE: General Liability, Automobile Liability, Stop-Gap Coverage, Errors or Omissions Liability and Employee Benefits Liability.

LIMITS OF LIABILITY FOR ALL COVERAGE.

The Limits/Ultimate Net Loss stated herein and the rules below set the maximum the Authority will pay regardless of the number of:

- a. members,
- b. claims made or lawsuits brought, or
- c. persons or organizations making claims or bringing lawsuits.

TERRITORY: This coverage applies to General Liability, Automobile Liability, Stop-Gap Coverage, Errors or Omissions Liability and Employee Benefit Liability occurring anywhere in the United States of America, its territories and possessions or Canada.

Members covered by this agreement include the following and new members approved by the Executive Committee during the Coverage Year:

A Regional Coalition for Housing (ARCH)	Kenmore
Aberdeen	Kirkland
Anacortes	Kitsap Regional Coordinating Council (KRCC)
Arlington	La Conner
Auburn	Lacey
Bainbridge Island	Lake Forest Park
Battle Ground	Lake Forest Park Transportation Benefit District
Benton City	Lake Stevens
Benton County Emergency Services (BCES)	Lakewood
Bonney Lake	Leavenworth
Bothell	Leavenworth Transportation Benefit District
Brier	Long Beach
Burien	Longview
Burlington	LOTT Clean Water Alliance
Camas	Mabton
Cashmere	MACECOM
Centralia	Maple Valley
Chehalis	Marysville
Chelan	Marysville Fire District
Cheney	McCleary
Chewelah	Medical Lake
Clark Regional Emergency Services Agency (CRESA)	Medina
Clarkston	Mercer Island
Cle Elum	Metropolitan Park District of Tacoma
Clyde Hill	Mill Creek
Coupeville	Millwood
Covington	Milton
Cowitz-Wahkiakum Council of Governments	Monroe
Des Moines	Moses Lake
Des Moines Pool Metro Park District	Mount Vernon
Des Moines Transportation Benefit District	Mountlake Terrace
Eastside Public Safety Communications (EPSCA)	Mukilteo
eCity Gov Alliance	Multi Agency Communications Center (MACC 911)
Edgewood	Newcastle
Edmonds	Normandy Park
Edmonds Transportation Benefit District	Normandy Park Metro Park District
Elma	North Bonneville
Emergency Services Coordinating Agency (ESCA)	Northshore Utility District
Enumclaw	NW Incident Management Team
Federal Way	Oak Harbor
Fife	Ocean Shores
George	Olympia
Goldendale	Olympia Transportation Benefit District
Grandview	Othello
Grandview Transportation Benefit District	Pasco
Grays Harbor 911 Communications	PENCOM
Hoquiam	Port Angeles
Issaquah	Port Townsend
Jefferson County 911	Pullman
Kelso	Pullman Metropolitan Park District

Pullman-Moscow Regional Airport Board
 Puyallup
 Renton
 Richland
 Ridgefield
 Sammamish
 Shelton
 Shelton Metro Park District
 Shoreline
 Shoreline Transportation Benefit District
 Silver Lake Water & Sewer District
 Skagit 911
 Snohomish
 Snohomish Co. Emergency Radio System (SERS)
 Snohomish Co. Fire District #3 (dba Monroe Fire District)
 Snohomish Co. Police Aux. Services Center (SNOPAC)
 Snoqualmie
 Snoqualmie Transportation Benefit District
 Soap Lake
 South Correctional Entity Facility PDA (SCORE)
 Spokane Valley
 Stanwood
 Stellacoom
 Sumner
 Sunnyside
 SW Snohomish Co. Communications Agency (SNOCOM)

Three Rivers Regional Wastewater Authority
 Thurston 9-1-1 Communications
 Thurston Public Utilities District
 Thurston Regional Planning Council (TRPC)
 Toppenish
 Tukwila
 Tukwila Pool Metropolitan Parks District
 Tumwater
 Union Gap
 University Place
 Valley Communications
 Valley Regional Fire Authority
 WA Cities Insurance Authority
 Walla Walla
 Walla Walla Joint Community Development Agency
 Warden
 Washougal
 Water Operating Board
 West Richland
 Westport
 WHITCOM 911
 William Shore Memorial Pool District
 Woodinville
 Woodway
 Yakima Valley Conference of Governments
 Yarrow Point
 Zillah

This document is not an insurance policy. The Washington Cities Insurance Authority (Authority) is not an insurance company. This document is an agreement by the Authority and its members to pay all covered losses subject to the limits and other terms and conditions of this Agreement and any addenda attached. This document is to be construed and enforced under the law of the State of Washington. In consideration of the assessments paid by the members, this Agreement provides the following coverages:

I. COVERAGE AGREEMENTS

A. GENERAL & AUTOMOBILE LIABILITY COVERAGE

1. Coverage

In consideration of the assessment herein provided, the Authority hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the member all sums which the member shall be obligated to pay by reason of liability:

- a. imposed upon the member by law; or
- b. assumed under contract or agreement by the member and/or any officer, director, official, or employee of the member, while acting in his or her capacity as such;
- c. for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of:
 - i. personal injury,
 - ii. property damage,
 - iii. advertising liability,

caused by or arising out of an occurrence during the coverage period. The coverage for the liability assumed under contract in I.A.1.b. above shall be limited to the terms, conditions, limitations and exclusions in the Coverage Document.

"Damages" as used in this section and this Agreement, do not include punitive or exemplary damages or fines or penalties awarded against the member.

2. Exclusions

This Agreement is subject to the following exclusions:

This Agreement shall not apply to any claims against any member:

- a. Regarding any obligation for which the member or any carrier as insurer may be held liable under any Worker's Compensation, unemployment compensation or disability benefits law, or under any similar law;
 - i. with respect to liability arising out of bodily injury to Law Enforcement Officers and Fire Fighters employed by the member it is agreed that exclusion (a) above is deleted and the following substituted therefore:

this Agreement does not apply to personal injury of any employee arising out of and in the course of their employment by the member to the extent that benefits for such personal injury are either payable or required to be provided under the "Washington Law Enforcement Officer's and Fire Fighter's Retirement System Act."
- b. For personal injury to or sickness, disease or death of any employee of the member arising out of and in the course of their employment by the member.
- c. For any liability arising from providing or failing to provide health care or otherwise subject to RCW 7.70. However this exclusion shall not apply to paramedics or physical therapists. The term "physical therapist" shall include any member who is providing physical therapy service to another member and who is subject to RCW 18.74.
- d. For advertising activities, including claims made against any member for:
 - i. failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
 - ii. infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
 - iii. incorrect description of any article or commodity; or
 - iv. mistake in advertised price.
- e. For:
 - i. contamination of any environment by pollutants that are introduced at any time, anywhere, in any way;
 - ii. any bodily injury, personal injury, property damage, costs or other loss or damage arising out of such contamination, including but not limited to, cleaning upon, remedying or detoxifying such contamination; or
 - iii. the payment of sums related to (1) the investigation or defense of any loss, injury or damage or (2) payment of any cost, fine or penalty or (3) payment of any expense involving a claim or suit related to i or ii above. As used in this Exclusion, the following terms will have the following meanings:
 - (1) "Contamination" means any unclean or unsafe or damaging or injurious or unhealthful condition arising out of the presence of pollutants, whether permanent or transient in any environment.
 - (2) "Environment" includes any person, any man-made object or feature, animals, crops and vegetation, land, bodies of water, underground water or water table supplies, air and any

other feature of the earth or its atmosphere, whether or not altered, developed or cultivated, including but not limited to any of the above, currently or formerly owned, controlled, leased, used or occupied by the member.

- (3) "Pollutants" means smoke, vapors, soot, fumes, acids, sound, alkalis, chemicals, liquids, solids, gases, thermal pollutants, waste materials and all other irritants, poisons or contaminants.

However, the pollution exclusion as stated above in section 2e(i),(ii),(iii) will not apply to liability from an "Occurrence" causing "Personal Injury" or "Property Damage" when the cause of such "Personal Injury" or "Property Damage" is the release, discharge or backup of liquids and/or effluents from waste water and/or sanitary sewer lines owned, leased, maintained or operated by a "Member" but, the coverage limits for such an "Occurrence" shall be limited to a special per occurrence and annual aggregate limit as stated in the AGGREGATE LIMITS/SUB-LIMITS section on page 2 of this document and no other coverage limits of this document shall apply to any such "Occurrence."

- f. For personal injury or property damage due to war; whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to liability assumed by the member under contract.
- g. For personal injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
- i. any aircraft owned or operated by any member;
 - ii. any other aircraft operated by any person in the course of his/her employment by any member;
 - iii. any aircraft in the care, custody or control of the member for storage, servicing or fueling; or
 - iv. any watercraft over 30 feet.
- h. For liability imposed upon a member or which is imputed to a member under the Federal "Employee Retirement Income Security Act of 1974" and any law amendatory thereafter.
- i. For property damage to premises alienated by the member arising out of such premises or any part thereof.
- j. For loss of use of tangible property which has not been physically injured or destroyed resulting from:
- i. a delay in or lack of performance by or on behalf of the member of any contract or agreement; or,
 - ii. the failure of the member's products or work performed by or on behalf of the member to meet the level of performance, quality, fitness or durability warranted or represented by the member;
- but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the member's products or work performed by or on behalf of the member after such products or work have been put to use by any person or organization other than a member.
- k. For property damage to the member's products arising out of such products or any part of such products.
- l. For property damage to work performed by or on behalf of the member arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.
- m. For damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the member's products or work completed by or for the member or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

- n. For any liability arising out of or in any way connected with the operation of the principles of eminent domain, condemnation proceedings, or inverse condemnation, by whatever name called, whether such liability accrues directly against the member or by virtue of any agreement entered into by or on behalf of the member.
- o. For any liability arising out of the operations, ownership, maintenance or use of any airport.
- p. For any liability arising out of ownership, operation, maintenance or use of any transit district, or transit department buses, or other transit district or transit department automobiles, including loading and unloading thereof; however, this exclusion does not apply to liability arising out of transit district or transit department buses chartered by a member in respect to special events.
- q. For any liability assumed by the member under any contract or agreement or arising out of the member's failure to perform, failure to pay or default on any contract or agreement. This exclusion would not apply to contracts or agreements to hold harmless or indemnify another person or entity as contemplated by Section A, 1 b of the General and Automobile Liability coverage.
- r. For any liability for fines, penalties, punitive or exemplary damages awarded against a member for any reason.
- s. For any liability arising out of the failure to adequately supply, interruption or impairment of electrical, gas, water, or sewer service.
- t. For nuclear energy liability as further described below:
 - i. This Agreement does not apply:
 - (1) Under any Liability Coverage, to personal injury or property damage:
 - (a) with respect to which a member is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or,
 - (b) resulting from the hazardous properties of nuclear material and with respect to which:
 - (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or,
 - (ii) the member is, or had this Agreement not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - (2) Under any medical payments coverage, or under any supplementary payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - (3) Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if,
 - (a) the nuclear material:
 - (i) is at any nuclear facility owned by, or operated by or on behalf of, a member; or
 - (ii) has been discharged or dispersed there from;

- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a member; or,
- (c) the bodily injury or property damage arises out of the furnishing by a member of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions of Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property there at.

ii. As used in this exclusion:

- (1) "hazardous properties" include radioactive toxic or explosive properties.
- (2) "nuclear material" means source material, special nuclear material or by-product material.
- (3) "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- (4) "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
- (5) "waste" means any waste material:
 - (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and,
 - (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.
- (6) "nuclear facility" means:
 - (a) any nuclear reactor.
 - (b) any equipment or device designed or used for:
 - (i) separating the isotopes of uranium or plutonium,
 - (ii) processing or utilizing spent fuel, or,
 - (iii) handling, processing or packaging waste.
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in custody of the member at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

- u. For liability, defense costs, fines or damages arising out of the willful or wanton violation of any civil statute, ordinance or regulation committed by or with the knowledge or consent of any member, except that any fact pertaining to any one insured shall not be imputed to any other member for the purpose of determining the application of this exclusion.

- v. For any liability, defense costs, fines or damages which arise out of, brought about or contributed to by fraud, dishonesty or bad faith by a member or arising out of the willful violation of a penal code or ordinance committed by or with the knowledge or consent of any member or claims of injury arising out of the acts of fraud committed by or at the direction of the member with affirmative dishonesty or actual intent to deceive or defraud, except that any fact pertaining to any one member shall not be imputed to any other member for the purpose of determining the application of this exclusion.
- w. For any liability of a member arising in whole or in part, out of any member obtaining remuneration or financial gain to which the member was not legally entitled, except that any fact pertaining to any one member shall not be imputed to any other member for the purpose of determining the application of this exclusion.
- x. For any property damage arising out of subsidence. "Subsidence" means any earth movement, including but not limited to settling, expansion, earth sinking, earth rising or shifting, slipping, falling away, tilting, caving in, eroding, mud flow and any other movement of land or earth. This exclusion does not apply to property damage arising out of subsidence proximately caused by a negligent act or omission of any member.
- y. For any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete structural failure to any owned dams.

"Dams" means any artificial barrier, together with appurtenant works, which:

- i. Is 25 feet or more in height from the foot of a natural bed of stream or watercourse at the down stream toe of the barrier, or from the lowest elevation of the outside limit of the barrier, if it is not across a stream channel or water course to maximum possible water storage elevation; or,
 - ii. Has water impounding capacity of 50 acre feet or more.
- z. For any liability for refund of taxes, fees or assessments.
- aa. Arising out of or resulting from:
 - i. Inhaling, ingesting, or prolonged physical exposure to asbestos or goods or products containing asbestos;
 - ii. The use of asbestos in constructing any good, product or structure; or,
 - iii. The removal of asbestos from any good, product or structure; or,
 - iv. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.
 - ab. To any liability, indemnity, defense or responsibility of any kind arising out of or imposed by Chapter 98 (R48) known as the Private Property Regulatory Fairness Act.
 - ac. For any liability, indemnity, or defense arising out of the operations of:
 - i. Any separate non-member legal or administrative entity created in accordance with Chapter 39.34 of the Revised Code of Washington entitled, "Interlocal Cooperation Act", excluding the Authority its employees, officers and members; or,
 - ii. Any local improvement districts and/or taxing districts including but not limited to Fire Protection Districts (RCW Chapter 52), Port Districts (RCW Chapter 53), Public Utility Districts (RCW Chapter 54), Sewer Districts (RCW Chapter 56), Water Districts (RCW Chapter 57), Intercountry Rural Library Districts (RCW Chapter 27.14), Irrigation Districts (RCW 87.03), Lake Management Districts (RCW 36.61), County Roads & Bridges Service Districts (RCW 36.83) and County Park and Recreation Districts (RCW 36.69) excluding any authority members. This exclusion is not applicable to any appointed or elected official of a member while acting in the scope of their lawful duties for or on behalf of a member as a board or commission representative to organizations described in (i) and (ii) above.

- ad. Any liability, indemnity, consequential damages, or defense arising out of or occurring, in whole or in part, due to the failure of or improper operation of any member-owned or used computer, computer software, or equipment with an embedded computer chip due to said items' failure to recognize correctly the year 2000 and beyond; or, due to said items' failure to operate or operate correctly on or after January 1, 2000.
- ae. Any liability, indemnity, consequential damages or defense arising out of or occurring in whole or in part due to a member's criminal actions or conduct that violates any criminal statute, code, ordinance or law.
- af. For any liability arising out of the operations, ownership, maintenance or use of any hospital or alcoholic center.

"Jail Facilities," including detoxification units (commonly known as "drunk tanks") are not to be considered as "alcoholic centers".
- ag. For property damage to property owned, leased or rented to the Member.

B. STOP-GAP COVERAGE

1. Coverage

In consideration of the assessment herein provided, it is agreed that if, under any circumstances, it is determined that any employee of the member who is reported and declared under the Worker's Compensation Law or Laws of the State of Washington is injured in the course of their employment but is not entitled to receive (or elects not to accept) the benefits provided by the aforementioned Law, then this policy shall cover the legal liability of the member for such personal injury, disease, or death and pay on behalf of the member all sums which the member shall become legally obligated to pay as damages and expenses, all as defined by the terms "ultimate net loss" and "occurrence."

2. Exclusions

The coverage granted hereunder shall not apply to:

- a. Personal injury, disease or death suffered or caused by any person knowingly employed by the member in violation of any law as to age, or under the age of 14 years regardless of any such law;
- b. any claim recoverable under the insurance provisions of any Worker's Compensation or Occupations Disease Act or Law or under the U.S. Longshoremen's and Harbor Workers' Compensation Act or any other insurance available for the protection of the member;
- c. Personal injury, disease or death caused by or arising from the use, maintenance, or operation of aircraft;
- d. any premium assessment, penalty, fine or other obligation imposed by any Worker's Compensation Law;
- e. any claim for personal injury, disease, or death with respect to which the member is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment under, or any other failure to comply with the provisions of the Worker's Compensation Law or Laws of the State above named;
- f. bodily injury by accident or disease to the master or members of the crew of any vessel.

C. ERRORS OR OMISSIONS LIABILITY COVERAGE

1. Coverage

In consideration of the assessment herein provided, the Authority shall pay on behalf of its member all sums which the member shall become legally obligated to pay arising out of any occurrence which results in a claim for damages and expenses, all as more fully defined by the term "ultimate net loss", arising out of any claim for breach of any duty made against the member by reason of any negligent act, error or omission committed by the member during the policy period.

2. Exclusions

The exclusions applicable to General and Automobile Liability section also apply to this section except exclusion "o". Additionally, the Errors and Omissions section does not apply:

- a. to physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom;
- b. liability or responsibility arising out of or imposed by any constitutional provision, statute, county, municipal or local ordinance or law administrative order, or rule of law dealing with the power of eminent domain, condemnation or inverse condemnation, or any acts arising out of or caused by the member(s) thereunder;
- c. to any dishonest, fraudulent, criminal or malicious act;
- d. to claims, occurrences or accidents which are covered under any other section of this Agreement;
- e. to any claims or for any liability arising out of the member's failure to secure a proper bond or secure payment for any contractor, subcontractor or third person who has performed work or provided materials to the member as part of the performance of any contract for the benefit of the member.

3. Prior Wrongful Acts

Claims based on wrongful acts that occurred before the effective date of WCIA membership will also be covered, provided that all of the following conditions are met:

- a. The wrongful act must have occurred within the prior thirty six (36) month period prior to a member joining WCIA and be reported to WCIA within the next 12 month period;
- b. The member must not have had prior knowledge of the wrongful act or claim on the effective date of WCIA membership, nor have had any reasonable way to foresee that a claim might be brought;
- c. The claim must be for a wrongful act that would have been covered by the WCIA Coverage Document in force at the time the claim is presented to WCIA;
- d. The claim will only be indemnified up to the prior public officials or errors & omissions insurance policy or WCIA liability limits, whichever is less;
- e. Use of any other available insurance covering the claim excludes the use of WCIA coverage.
- f. The prior wrongful act was within the course and scope of employment for employees or duties as a public official; and,
- g. Prior to the expiration of their current insurance coverage and prior to joining WCIA, all potential losses that the member knew about must have been reported to their insurance carrier;
- h. The thirty-six (36) month prior coverage referenced in paragraph 3(a) shall only apply to members who have joined WCIA on or after June 1, 2002. For members who have joined prior to June 1, 2002, the prior coverage shall be twelve (12) months instead of thirty-six (36) months and be subject to all other conditions in 3(b), 3(d), 3(e), 3(f), and 3(g).

4. Optional Extended Reporting Period

A member may, at its option, subject to WCIA approval, purchase an additional extended reporting period of twenty-four (24) months, provided that all the following conditions are met:

- a. The member requests the additional extended reporting period prior to the member joining WCIA;
- b. The member shall purchase this coverage at a cost determined by an actuary hired by WCIA;
- c. The conditions applicable in Paragraph 3, Prior Wrongful Acts, also apply to this section with the exception of 3(a) and 3(d);

- d. The wrongful act must have occurred within the prior thirty-six (36) month period prior to a member joining WCIA and be reported to WCIA within the next thirty-six month period;
- e. If the optional extended reporting period is granted, the limit of liability for all prior wrongful acts coverage is \$5,000,000 per occurrence and \$5,000,000 in the aggregate;
- f. The member shall have joined WCIA on or after June 1, 2002.

D. EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Coverage

In consideration of the assessment herein provided, the Authority agrees with the member named in this Agreement as follows:

- a. The Authority will pay on behalf of the member all sums which the member shall become legally obligated to pay as damages and expenses, all as more fully defined by the term "ultimate net loss", arising out of any claim made against the member by any employee or the beneficiaries or legal representatives thereof for injury arising out of any negligent act, error or omission, during the coverage period, of the member or any other person for whose acts the member is legally liable, in the administration of employee benefits as defined.

2. Definitions

- a. **EMPLOYEE BENEFIT PROGRAM.** The term "employee benefit program" shall mean Group Life Insurance, Group Accident or Health Insurance, Pension plans, Worker's Compensation, Unemployment Insurance, Social Security and Disability Benefits, and any other similar benefit program.
- b. **ADMINISTRATION.** As respects the coverage afforded hereby, the unqualified word "administration" whenever used shall mean:
 - i. giving counsel to employees with respect to the employee benefits;
 - ii. interpreting employee benefits;
 - iii. handling of records in connection with employee benefits;
 - iv. affecting enrollment, termination or cancellation of employees under employee benefit programs;
 - v. performed by a person authorized by the member to do such acts.

3. Exclusions

This Agreement does not apply:

- a. to any dishonest, fraudulent, criminal or malicious act;
- b. to libel, slander, discrimination, or humiliation;
- c. to bodily injury, or sickness, disease, or death of any person;
- d. to injury to or destruction of any tangible property, including the loss of use thereof;
- e. to any claim based upon the member's failure to comply with the federal "Employee Retirement Income Security Act of 1974";
- f. to any claim for failure or performance of contract by any insurer;
- g. to any claim based upon the member's failure to comply with any law concerning Worker's Compensation, Unemployment Insurance, Social Security or Disability Benefits.

II. COVERAGE DEFINITIONS

This Agreement is subject to the following definitions:

A. MEMBER

"Member" includes the Washington Cities Insurance Authority and any member municipal corporation, city, town or municipal entity in the State of Washington.

The unqualified word "member" includes:

1. all officials, officers, employees, and volunteers working for or on behalf of the member and any person, organization, trustee or estate to whom or to which the member is obligated by virtue of a written contract to provide insurance to the same extent as is afforded by this Agreement, but only with respect to actions within the scope of their employment by or on behalf of the member;
2. any person serving on the members governing body, any persons serving on the members boards or commissions, any elected or appointed official of the member, any other employee, or any volunteer serving the member; if the person is acting in the scope of their employment, appointment, duties, or service to the member;

except with respect to the ownership, maintenance or use, including loading or unloading, of automobiles while away from premises owned by, rented to or controlled by the member or the ways immediately adjoining;

the term "member" does not include any private for profit businesses or corporations, volunteer organizations or non-profit corporations and/or their officers, officials, or members when acting in or for the interests of and/or at the direction of said business, organization or corporation;

3. any person while using an automobile owned by, leased, rented, or loaned to the member or hired for use on behalf of the member or any person or organization legally responsible for the use thereof, provided the actual use of the automobile is by the member or with the member's permission, and any executive officer, other employee, director or volunteer of the member with respect to the use of an automobile not owned by the member in the business of the member. The coverage with respect to any person or organization other than the member does not apply under this section:
 - a. to any person or organization, or to any agent or employee thereof; operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof;
 - b. with respect to any automobile hired by or loaned to the member, to the owner or a lessee thereof other than the member, or to any agent or employee of such owner or lessee.

B. PERSONAL INJURY

The term "personal injury" means:

1. bodily injury, sickness, disease, disability or shock, including death arising therefrom, medical malpractice injury, including emergency medical treatment and all acts of paramedics, or if arising out of the foregoing, mental anguish and mental injury;
2. false arrest, false imprisonment, wrongful eviction, wrongful detention, or malicious prosecution; or,
3. libel, slander, defamation of character, humiliation or invasion of the rights of privacy, unless arising out of advertising activities;
4. unlawful discrimination not committed by or at the direction of any executive officer of the member, but only with respect to the liability other than fines and penalties imposed by law;
5. false or improper services of process; and,
6. assault or battery committed for the purpose of protecting persons or property or incident to an arrest.

C. PROPERTY DAMAGE

The term "property damage" means loss of or direct damage to or destruction of tangible property which occurs during the policy period, including loss of use thereof at any time resulting therefrom and loss of use of tangible property which has not been physically injured or destroyed.

D. ADVERTISING LIABILITY

The term "advertising liability" means:

1. libel, slander or defamation;
2. any infringement of copyright or of title or of slogan;
3. piracy or unfair competition or idea misappropriation under an implied contract;
4. any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the member's advertising activities.

E. OCCURRENCE

The term "occurrence" means an accident or a happening or event or a continuous or repeated exposure to substantially the same general harmful conditions which unexpectedly and unintentionally result in personal injury, property damage, advertising liability, errors or omissions liability including wrongful acts or stop-gap liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one location shall be deemed one occurrence.

With respect to "Personal Injury" and "Property Damage" all "Damages" arising out of substantially the same "Personal Injury" or "Property Damage" regardless of the frequency, timing, repetition, the number or kind of events or offenses, or the number of "Claimants", will be considered as arising out of one "Occurrence" and shall be deemed to have occurred on the date of the first "Occurrence" causing "Personal Injury" or "Property Damage" during the policy period.

Only one Self-Insured Coverage Document issued by WCIA and one limit of coverage is applicable to any one "Occurrence".

Further, the definition of occurrence includes any intended act by or at the direction of the member which results in personal injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property or making a lawful arrest.

F. ULTIMATE NET LOSS

The term "ultimate net loss" means the total sum which the member becomes obligated to pay by reason of liability claims, covered hereunder, either through adjudication or compromise and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits covered hereunder. Ultimate net loss shall include all sums paid as salaries, expense, or costs to lawyers, or a lawyer's representative, other than paid employees of the member, and investigators, retained experts or other persons rendering services in handling specific litigation and coverage determination costs over \$1,000 per occurrence. Other salaries paid to employees of the member or the company; fees paid to the member's service company for handling claims are excluded from the ultimate net loss.

G. SELF-INSURED RETENTION

The term "self-insured retention" means the amount of "ultimate net loss" payable by the member in respect of each occurrence.

H. PRODUCTS AND COMPLETED OPERATIONS LIABILITY

The term "products liability" means:

1. liability arising out of goods or products manufactured, sold, handled or distributed by the member or by others trading under their name if the occurrence occurs after possession of such goods or products has been relinquished to others by the member or by others trading under their name and if such occurrence occurs away from premises owned, rented or controlled by the member; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;
2. The term "completed operations" means liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the member, provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement, provided further the following shall not be deemed to be "operations" within the meaning of this paragraph:
 - a. pick-up or delivery, except from or onto a railroad car,
 - b. the maintenance of vehicles owned or used by or in behalf of the member,
 - c. the existence of tools, uninstalled equipment and abandoned or unused materials.

I. ANNUAL PERIOD

The term "each annual period" means each consecutive period of one year commencing from the effective date of this Agreement.

J. AIRCRAFT

The term "aircraft" means any heavier than air or lighter than air aircraft designed to transport persons or property.

K. AUTOMOBILE

The term "automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment.

L. PARAMEDIC

The term "paramedic" shall include all personnel who may engage in rendering emergency medical assistance, including but not limited to the categories defined in RCW 18.73 and RCW 18.71.200: "Emergency medical technicians," "Physicians trained mobile intravenous therapy technicians," "physicians trained mobile airway management technicians," and "physicians trained mobile intensive care paramedics," provided that all amendments of RCW 18.73 and RCW 18.71.200 shall here and hereafter be included in the definition of the above categories.

M. TERRORISM

The term "Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following preparation for the following:
 - a. Use or threat of force or violence; or,
 - b. Commission or threat of a dangerous act; or,
 - c. Commission or threat of an act that interferes with or disrupts an electronic communication, information or mechanical system; and,
2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or,

- b. It appears that the intent is to intimidate or coerce a government, or to further political ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

III. COVERAGE CONDITIONS

This Agreement is subject to the following conditions:

A. ASSESSMENT

The assessment for this coverage varies from member to member and is set by the Board of Directors of the Authority in accordance with its By-laws and the Joint Protection Program.

Coverage under this Agreement is conditioned on and offered in consideration of the assessment being paid by a member in the time, manner, amount and method specified by the Board of Directors, Bylaws and Joint Protection Program of WCIA.

B. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY

It is agreed that if any loss is covered in whole or in part under any primary or excess insurance policy issued to the member prior to the effective date hereof (but not coverage provided by the Authority), the limit of liability hereunder shall be reduced by any amounts due to the member on account of such loss under such prior insurance. Subject to the foregoing and to all the other terms and conditions of this Agreement in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Agreement, the Authority will continue to protect the member for liability in respect of such personal injury or property damage without payment of additional assessment.

C. INSPECTION AND AUDIT

The Authority shall be permitted to examine and audit the member's books and records at any time during the coverage period and any extension thereof and within three (3) years after the final termination of this Agreement, as far as they relate to the assessment bases or the subject matter of this coverage.

D. CROSS LIABILITY

This Agreement shall protect each member in the same manner as though a separate Agreement had been issued to each, except that nothing herein shall operate to increase the Authority's liability beyond the amount or amounts for which the Authority would have been liable had only one member been named.

E. NOTICE OF OCCURRENCE

Whenever the authorized representatives of the member have information from which the member may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the member should be held liable, is likely to involve this coverage, notice shall be sent to the Authority as soon as practicable. However, immediate written notice shall be given to the Authority when any injury of the following type occurs:

1. a fatality or death of a person in police custody,
2. amputation of a major extremity,
3. any serious head injury (including skull fracture or loss of sight of either or both eyes),
4. any injury to the spinal cord,
5. any disability of more than one year or where it appears reasonably likely that there will be disability of more than one year,
6. any burn 25% or more of the body,
7. heart or vascular disorders,

8. accidents where multiple injuries are involved or,
9. acts of employment discrimination and/or harassment involving race, age, gender, religion, disability or prohibited retaliation.

Such notice shall contain particulars sufficient to identify the member and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the injured and of available witnesses. If suit or other proceeding is brought against the member, the member shall immediately forward to the Authority every demand, notice, summons, or other process or true copies thereof received by the member or the member's representatives, together with copies of reports of investigations made by the member with respect to such claim, suit or proceeding.

F. ASSISTANCE AND COOPERATION

The member and the Authority shall cooperate in all things in the defense of such claim, suit or proceeding.

G. APPEALS

In the event the member elects not to appeal a judgment, the Authority may elect to make such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the Authority for ultimate net loss exceed the amount set forth in this Agreement for any one occurrence and in addition the cost and expense of such appeal.

H. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the member or any entity comprising the member, the Authority shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

I. OTHER INSURANCE

If valid and collectible insurance, which is written by an insurer (but not coverage provided by the Authority) is available to the member covering a loss also covered by this Agreement, other than insurance that is in excess of this coverage, the coverage afforded by this Agreement shall be in excess of and shall not contribute with such insurance. Valid and collectible insurance includes, but is not limited to, any other primary liability insurance available to the Member covering liability for damages arising out of premises or operations, or the products and completed operations, for which the member has been added to as an additional insured by attachment of an endorsement.

J. SUBROGATION

The Authority shall be subrogated to the extent of any payment hereunder to all the member's rights of recovery thereof (but not to the member's rights against the Authority), and the member shall do nothing after loss to prejudice such right and shall do everything necessary to secure such right.

K. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this Agreement or stop the Authority from asserting any right under the terms of this Agreement; nor shall the terms of this Agreement be waived or changed, except by addenda issued to form a part hereof, signed by the Authority.

L. ASSIGNMENT

Assignment of interest under this Agreement shall not bind the Authority unless and until its consent is endorsed hereon.

M. CANCELLATION

Refer to the language of the Joint Protection Program, Article 8.



Job Order Contract
JOC Total Price Summary

Date: June 29, 2012
Contract No: 1050277
Job Order No: TR12-004
Job Order Title: LHC/SE 8th St Lighting
Contractor: SAYBR Construction - Horizontal
Proposal Name: LHC/SE 8th St Lighting REV 1
Proposal Submitted: 06/28/2012

Electrical conduit:	\$4,891.99
Erosion Control:	\$846.99
Hand Holes:	\$4,782.84
Install poles and radar signs:	\$12,572.03
Mobilization:	\$894.16
Pole Bases:	\$11,093.56
traffic Control:	\$1,968.61
Price Proposal Total	\$37,050.18

Contractor's Signature:

Paul Pepe O'Brien

6-29-12
Date

The Gordian Group JOC License Fee, 5%

\$1,852.51

Total Price Including JOC License Fees

\$38,902.69

City of Bellevue Project Manager:

Kam Szabo

June 29, 2012
Date

Kam Szabo,

City of Bellevue Department Director or Designee

[Signature]

6/29/12
Date

Return To:

Date

JOC Job Order Package - TR12-004

ORIGINAL

2650-RES
5/16/2012

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8399

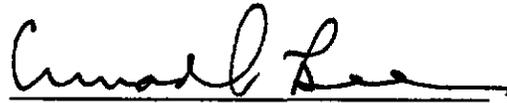
A RESOLUTION authorizing execution of a three year Agreement For Inmate Housing with South Correctional Entity (SCORE), for temporary housing of misdemeanants in their jail in Des Moines, WA.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute an Agreement For Inmate Housing with South Correctional Entity (SCORE), for temporary housing of misdemeanants in their jail in Des Moines, WA, a copy of which agreement has been given Clerk's Receiving No. 48929.

Passed by the City Council this 21st day of May, 2012, and signed in authentication of its passage this 21st day of May, 2012.

(SEAL)


Conrad Lee, Mayor

Attest:


Myrna L. Basich, City Clerk

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 8399, authorizing execution of a three year agreement with South Correctional Entity (SCORE) for temporary housing of misdemeanants in their jail located in Des Moines, WA.

FISCAL IMPACT

This agreement addresses only special, unique situations where misdemeanants need to be housed temporarily, usually only for a few hours, before being transferred to other contract jail facilities. Cost to Bellevue is expected to be *de minimus*, as Bellevue Police Department does not intend to use SCORE as an ongoing provider of jail services.

The agreement is required because South County law enforcement agencies may book prisoners into SCORE, who may be found to have a Bellevue arrest warrant. Having the agreement in place will allow SCORE to house the prisoners overnight, if necessary, until such time that a Bellevue police officer or police support officer can transport them to Issaquah, King County, or Snohomish County. Under these situations, the fiscal impact to the 2012 adopted budget is expected to be less than \$2,000 annually, which can be absorbed by the existing Police jail budget.

The SCORE agreement has no minimum bed commitment that the City would be obligated to pay. The 2012 daily rate for Bellevue inmates will be \$135, with no booking fee and with extra charges for any medical services provided. This compares to Issaquah's \$90/day (with a minimum bed commitment), \$132/day at King County plus a \$196 booking fee, and \$92.70 plus a \$64.38 booking fee at Snohomish County Jail.

STAFF CONTACTS

Linda Pillo, Chief of Police, 452-4334
Autumn Fowler, Captain, 452-4317
Carl Krikorian, Fiscal Manager, 452-6961
Police Department

POLICY CONSIDERATION

Should the City execute a three year agreement with the South Correctional Entity for temporary housing of inmates in their jail located in Des Moines, WA?

BACKGROUND

Bellevue currently contracts with three jails for its misdemeanor inmate population: Issaquah, King County, and Snohomish County. Bellevue has a minimum bed commitment in Issaquah, and therefore strives to fill that commitment each month before sending prisoners to the other two jails. The current

jail capacity among the three jails is sufficient enough that utilizing SCORE on a regular basis is not necessary.

However, upon occasion, law enforcement officials in South County jurisdictions such as Kent, Auburn, and Federal Way may book their own prisoners into SCORE, who later may be determined to have Bellevue warrants. Before releasing the prisoner after having served his sentence, SCORE will contact Bellevue to pick up the prisoner on his Bellevue warrant. There may be times that no Bellevue officer is available to drive to Des Moines for the transfer to Bellevue custody; SCORE at that time will release the prisoner if no agreement with Bellevue is in place. Therefore, this agreement is necessary for SCORE to retain a Bellevue prisoner until such time that a Bellevue officer can pick the prisoner up.

EFFECTIVE DATE

If approved, this Resolution becomes effective immediately upon Council adoption.

OPTIONS

- 1) Adopt Resolution No. ~~8399~~ 8399 authorizing execution of a three year agreement with South Correctional Entity (SCORE) for temporary housing of misdemeanants in their jail located in Des Moines, WA.
- 2) *Do not adopt the Resolution and provide alternate direction to staff.*

RECOMMENDATION

Adopt Resolution No. ~~8399~~ 8399 authorizing execution of a three year agreement with South Correctional Entity (SCORE) for temporary housing of misdemeanants in their jail located in Des Moines, WA.

MOTION

Adopt Resolution No. ~~8399~~ 8399 authorizing execution of a three year agreement with South Correctional Entity (SCORE) for temporary housing of misdemeanants in their jail located in Des Moines, WA.

ATTACHMENTS

Proposed Resolution No. ~~8399~~ 8399

AVAILABLE IN COUNCIL OFFICE

SCORE Agreement

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8399

A RESOLUTION authorizing execution of a three year Agreement For Inmate Housing with South Correctional Entity (SCORE), for temporary housing of misdemeanants in their jail in Des Moines, WA.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute an Agreement For Inmate Housing with South Correctional Entity (SCORE), for temporary housing of misdemeanants in their jail in Des Moines, WA, a copy of which agreement has been given Clerk's Receiving No. _____.

Passed by the City Council this _____ day of _____, 2012, and signed in authentication of its passage this _____ day of _____, 2012.

(SEAL)

Conrad Lee, Mayor

Attest:

Myrna L. Basich, City Clerk



CR# 48929 Date: 7-5-12 PO # & Loc: 1210278-000

City of Bellevue
Finance Department - Contracting Services
450 110th Ave. NE. Bellevue, WA 98004

Interlocal

Contract Routing Form

Current Contract Information:

Contract Title: SCORE Jail Agreement	Department: Police - 593
Contract Description: Three year agreement for housing of Bellevue misdemeanants at SCORE	Contract Manager: Carl Krikorian
Total Contract Value: \$2,250.00	Contract Type: Interlocal Agreement (ILA)
This Amendment Value:	Contract Form: Vendor contract document
Maximo User: No	Budget Expenditure: Expenditure Contract - Sufficient Funds

Vendor Information:

Is this a new vendor? Yes	Tax ID #: <u>270910291</u>
Vendor Name: South Correctional Entity / <i>SCORE</i>	COB License #: <u>N/A</u>
JDE Vendor Number: <u>244829</u>	UBI #: <u>603017512</u>
Is this vendor an independent contractor? Yes	Contractor's License #: <u>N/A</u>

Contract Terms:

Original Effective Date: 07/01/2012 **End Date:** 06/30/2015 **Subject To:** No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? Yes
Council Award Date: 5/21/2012 **Council Action:** Resolution 8399 **Legislative #:**

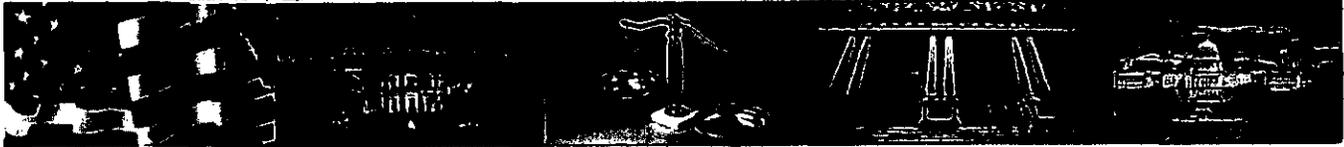
Route:

	<u>In</u>	<u>Out</u>	
Contracting Services:	<u>Brenda West</u>	<u>5/9/12</u>	<u>5/9/12</u>
Information Technology:	<u>Not Required</u>		
Legal:	<u>David Winters</u>	<u>5/10/12</u>	<u>5/17/12</u>
Insurance Reviewed By:	<u>Joyane Nicolai</u>	<u>5/17/12</u>	<u>5/21/12</u>
Department Director:	<u>Carl Krikorian</u>	<u>5/21/12</u>	<u>5/21/12</u>
Contracting Services:	<u>Brenda West</u>	<u>6/29/12</u>	
Return To:	<u>Carl Krikorian</u>		
City Clerk's Office:	<u>M. Toussaint</u>	<u>7-5-12</u>	<u>7-5-12</u>

5/30/12 BW

EPLS

Excluded Parties List System

**Search - Current Exclusions**

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results**Search Results for Parties Excluded by**

Firm, Entity, or Vessel : South Correctional Entity / SCORE

As of 29-Jun-2012 6:23 PM EDT

Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

CONTRACT REVIEW CRITERIA

Contract Title: SCORE Jail Agreement

Vendor Name: South Correctional Entity

Dept. Contracting Services

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
- d) Is the JDE vendor name and number accurate?
- e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? N/A
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)? N/A
- g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated? NO
- h) Has the Selection Method been explained in Additional Comments? Are results attached? over
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached? 5/21/12
- j) Does the contractor meet requirements of the Independent Contractor Threshold question? yes
- k) Is Attachment "A" (Scope of Work and/or Services) attached? yes
- l) Is Attachment "B" (Insurance Requirements) attached?
- m) Are any additional riders required? If so, which one's? _____
- n) Does Insurer have a Best rating of A- or better?
- o) Is the Contractor Identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- q) Are the policy expiration date(s) on the Certificate of Insurance current?
- r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"? N/A
- x) Does the Contractor have an open account with the Washington State Department of Revenue? yes
- y) Are the Contractor's worker's compensation premiums current? yes
- z) Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing? N/A
- aa) Is the Vendor on the Federal Debarred Suspended List? NO

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City? NO
- Does the Hold Harmless clause include language referencing Title 51 releases? Yes

No attachment B - self-insured & pool insured



CONTRACT FACE SHEET

Document Type:

- Contract, MOU, Interlocal Agreement, Notice of Acceptance, Retainage, Franchise Agreement, Right of Way Use Agreement, Lien, Correspondence, Collective Bargaining Agreement

Status:

- New, Amendment, Change Order, Renewal, Cancellation

*Vendor Name: South Correctional Entity
*JDE PO Number: 1210278-000
*Effective Date: 07/01/2012
*Termination Date: 06/30/2015
Amendment Effective Date:
*Clerk's Receiving Number: 48929
Related Receiving Number:
Bid/RFP/RFQ/ITQ Number:
Ordinance Number:
Resolution Number: 8399 5/21/12
CIP Number:
Project Name: SCORE Jail Agreement
Site Name:
Vendor Number: 244829
File Location:

*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

Face Sheet Date:
Scan Date:
Index Date:

AD