# CARNATION



# CARNATION CITY COUNCIL AGENDA Regular Meeting

Mayor Jim Ribail, Deputy Mayor Tim Harris, Ryan Burrell, Dustin Green, Adair Hawkins

**DATE:** March 21<sup>st</sup>, 2023

**TIME:** 6:00 PM

JOIN ONLINE VIA ZOOM: https://bit.ly/3xIFY9B

**Meeting ID:** 976 1525 3648

**Passcode:** 894903

**Dial by Location:** (253) 215 - 8782

For inquiries and/or assistance regarding how to use the City's online meeting format please email clerk@carnationwa.gov, or call (425) 333-4192

CALL TO ORDER: Mayor Jim Ribail
 PLEDGE OF ALLEGIANCE: Mayor Jim Ribail

3. ROLL CALL: City Clerk Lora Wilmes4. APPROVAL OF AGENDA: Mayor and Council

5. EXECUTIVE SESSION: NONE

#### 6. CONSENT AGENDA:

a) Approval of Minutes for the following date(s):

i. Special Session: March 7<sup>th</sup> 2023
ii. Regular Session: March 7<sup>th</sup>, 2023

b) Approval of Claims in the following amount(s):

i. Batch #1: \$211,068.21ii. Batch #2: \$31,662.99

#### 7. COUNCIL REPORTS AND REQUESTS:

#### 8. STAFF REPORTS:

a) City Manager's Office - City Manager, Ana Cortez



- b) Community Economic Development Update Community Economic Development Principal, Rhonda Ender
- 9. PUBLIC COMMENT & REQUESTS: Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing <a href="mailto:clerk@carnationwa.gov">clerk@carnationwa.gov</a>, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.

#### **10.PRESENTATIONS:**

- a) Sno-Valley Health Steve Wright, SVH Foundation Director
- b) Land Fill Findings Emma Knight, Community Economic Development Intern

#### 11. AGENDA BILLS:

- a) AB23-37: Jail Services
- b) AB23-38: Code Amendment Parking Restrictions
- c) AB23-39: Code Amendment Vehicles as Temporary Dwelling Units
- d) AB23-40: Code Amendment Service Disconnect for Condemned Building
- e) AB23-41: Ordinance for Annual to Biennial Budget

#### 12. DISCUSSION ITEMS:

- a) SR 203 Round-About Funding Options
- b) Real Estate: Exception Request

#### 13. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of April 4<sup>th</sup>, 2023
- b) Tentative agenda for the meeting of April 18<sup>th</sup>, 2023
- **14. ADJOURNMENT:** Mayor Jim Ribail



# CARNATION



## CARNATION CITY COUNCIL AGENDA Special Meeting Minutes 03.07.2023

Mayor Jim Ribail, Deputy Mayor Tim Harris, Ryan Burrell, Adair Hawkins

	CALL TO ORDER: At 5:04 P.M.	Mayor Jim Ribail
2. •	the consultants facilitating the	pment Principal Rhonda Ender facilitated
3.	ADJOURNMENT:	Mayor Jim Ribail
	At 5:50 P.M.	
Appro 2023.		of the Carnation City Council on March 21 <sup>st</sup> ,
2023. 		of the Carnation City Council on March 21 <sup>st</sup> ,

# CARNATION



# CARNATION CITY COUNCIL AGENDA Regular Meeting Minutes 03.07.2023

Mayor Jim Ribail, Deputy Mayor Tim Harris, Ryan Burrell, Adair Hawkins

1. CALL TO ORDER: Mayor Jim Ribail

At 6:02 P.M.

**2. PLEDGE OF ALLEGIANCE:** Councilmember Adair Hawkins Pledge led by Deputy Mayor Harris

3. ROLL CALL: City Clerk Lora Wilmes

Present: Councilmember Hawkins (Streaming Remotely via Zoom), Mayor Ribail, Deputy Mayor Harris, Councilmember Burrell

**4. APPROVAL OF AGENDA:** Mayor and Council MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL TO APPROVE THE AGENDA.

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL TO TABLE AB23-31. MOTION PASSED (4-0)

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL TO ADD AB23-36 AS SUPPLEMENTAL ITEM. MOTION PASSED (4-0)

5. **EXECUTIVE SESSION**: None

No executive Session took place.

#### 6. PROCLAMATIONS:

- a) Snoqualmie Valley Resilience Month Mayor Ribail presented.
- b) RE+ Pledge Mayor Ribail presented.

#### 7. CONSENT AGENDA:

- a) Approval of Minutes for the following date(s):
  - i. Regular Session: February 7th, 2023

- ii. Special Meeting: February 10th, 2023
- iii. Regular Session: February 21st, 2023
- b) Approval of Claims in the amount(s):
  - i. Batch #1: \$29,977.29
  - ii. Batch #2: \$12,985.47
  - iii. Batch #3: \$68,184.65
  - iv. Batch #4: \$12,207.31
- c) Approval of Payroll for the following pay period(s):
  - i. January 23<sup>rd</sup>, 2023 February 5<sup>th</sup>, 2023
  - ii. February 6<sup>th</sup>, 2023 February 19<sup>th</sup>, 2023

MOTION BY COUNCILMEMBER HAWKINS SECOND BY DEPUTY MAYOR HARRIS TO APROVE THE CONSENT AGENDA. MOTION PASSED (4-0)

#### 8. COUNCIL REPORTS AND REQUESTS:

#### Councilmember Hawkins

- Safety Committee met with River School District in regard to bus/highway safety.
- Coffee with Council following topics brought up by constituents:
  - Prospect of a Round About between SR 203 and Tolt Avenue
  - TWIP 18-month construction rule
- Attended Economic Development Meeting:
  - o Two more bus stops will be added in Carnation.
  - CED Principal Rhonda Ender got Metro to provide an overhead structure by the library.

#### Councilmember Burrell

- Spoke with Riverview School District employee Misha about evacuation path. RSD has bids to extend path.
  - Councilmember Perry working with Representative Keith Goehner for funding.
- Attended Ignite Dance business opening, 80 class sign-ups.

#### **Deputy Mayor Harris**

- Met with Councilmember Green and a Sound Cities Association Representative to discuss King County and Seattle relationship.
- First in-person Regional Water Quality Committee meeting
  - Clean water plan in progress
  - o Wastewater treatment investments in place to handle stormwater.
  - Significant increase in rates for utility billing in King County
- Said a few words at Ignite Dance ribbon cutting event.
  - Kid's Night Out event

#### Mayor Ribail

• Attended Mayor's Meeting, Senator Mullet was in attendance. The following topics were discussed:

- Police Pursuit Law
- Blake Decision
- Single Family Zoning Bill
- Councilmember Sarah Perry has a van give-away.
- John Wilson Property Tax relief
- Duvall working on building their City Hall

#### 9. PRESENTATIONS:

- a) Public Works Board Loan City Manager Ana Cortez
  - STAFF REPORTS COVERED FIRST
  - Presented Brumbaugh Water Project Loan Information.

#### 10.STAFF REPORTS:

- a) City Manager's Office City Manager Ana Cortez
  - HANDED OFF TO THE ADMINISTRATIVE SERVICES MANAGER FIRST
  - Department Retirement Systems Audit completed.
  - Paycom (Payroll System) in place
  - Need to close 2022 books. Jeff Balentine and City Manager will add beginning fund.
  - Hired new Water Superintendent, Erik Insinger started March 6<sup>th</sup>.
  - Councilmember Perry safe routes for school
  - Seattle Public Utilities Siren: interlocal agreement signed.
  - Purchase Agreement phase in place for Schefer Property
  - Reviewing Cell Tower Agreement (\$24,000 a year in Revenue)
  - Coordinate tables for Heart of the Valley fundraiser.
  - Parks and Planning Board met regarding potential merger
  - Developers visited City interested in discussing further.
- b) Administrative Services Manager Lora Willmes
  - Gave update on Springbrook Utility Conversion
    - Should be live March 8<sup>th</sup>, 2023.
    - Host online sign-ups for autopay at City Hall
- c) Community Economic Development Update Rhonda Ender
  - Harvold Property Annexation Frequently Asked Question Document
- d) City Engineer Keith Stewart, Gray & Osborne
  - Involved with Several Projects, land development reviews, assisted with funding.
  - East Bird Project
    - Survey crew will come out in 4-6 weeks, Move forward to design.
    - Design 2023/2024, Construction in 2024/2025, weather permitting.
    - Scope of Work: New Roadway from Commercial to Milwaukee with double way right of way, sidewalk, and a potential buffer

- Storm improvements in the scope
- o Discussed Right-of-way concerns.
- ASM Lora Wilmes brought up that Entwistle, is coming along.
- 11.PUBLIC COMMENT & REQUESTS: Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing <a href="mailto:clerk@carnationwa.gov">clerk@carnationwa.gov</a>, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.
- Kathy Brasch, President of Carnation Duvall Citizen Corps, provided public comment.

#### 12. AGENDA BILLS:

- a) AB23-29 Motion: Grievance Agreement Between City and Local 763 MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. DEPUTY MAYOR HARRIS OBSTAINS. REASON GIVEN: CANNOT IN GOOD CONCIOUS SPEND TAXPAYER DOLLARS ON THIS ISSUE. MOTION PASSED (3-0).
- b) AB23-30 Motion: Carnation-Duvall Citizen Corps MOU
   MOTION BY COUNCILMEMBER HAWKINS SECOND BY DEPUTY MAYOR HARRIS. MOTION PASSED (4-0)
- c) AB23-31 Resolution: Definition of Alley TABLED
- d) AB23-32 Resolution: Repeal of Resolution 452 MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. COUNCIMEMBERS RIBAIL, HARRIS, AND BURRELL IN FAVOR. COUNCILMEMBER HAWKINS OPPOSED. MOTION PASSED (3-1).
- e) AB23-33 Motion: Contract with City Manager MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (4-0).
- f) AB23-34 Motion: Real Estate Disposition Policy MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (4-0).
- g) AB23-35 Motion: McKinley KPG Psomas MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (4-0).

#### **AB23-36: Set a Public Hearing Date**

MOTION BY DEPUTY MAYOR HARRIS SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (4-0).

#### 13. DISCUSSION ITEMS:

- a) Housing Action Plan
  - City Manager Cortez conducts a presentation on progress of the consultants facilitating the Housing Action Plan
  - o CED Principal Ender facilitates discussion on Accessory Dwelling Units

#### **14. FUTURE AGENDAS:**

- a) Tentative agenda for the meeting of March 21st, 2023
- b) Tentative agenda for the meeting of April 4th, 2023
- 15. ADJOURNMENT: Mayor Jim Ribail

At: 8:53 P.M.

2023.		
MAYOR JIM RIBAIL		
CITY CLERK LORA WILMES		

Approved at the regular meeting of the Carnation City Council on March 21st,



				ED	CHECKS MAILED		SPRINGBROOK
NG	COUNTIL MEETING			Ö	CHECKS ISSUED		APPROVED:
	TIM HARRIS					JIM RIBAIL	ANA CORTEZ
					<b>L</b>	\$211,068.21	GRAND TOTAL
			\$0.00	\$0.00	\$0.00	\$210,272.05	CLAIMANT TOTAL
	20					\$400.00	ryiii muuriiy i au 2020
	19					\$605.15	Thompson, Guildner, and Assoc
	18					\$3,050.45	Thompson, Guildner, and Assoc
	17					\$450.00	Vision Municipal Solutions
	16					\$51.60	Utilities Underground Location Center
	15					\$3,853.00	FusionTek
	14					\$1,162.85	Invoice Cloud
	13					\$169.07	Sound Publishing- SVR- EOC Notice
	12					\$130.00	Safebuilt- Eval Meeting (0096795-IN)
	11					\$61.97	Safebuilt review (0096799-IN)
	10					\$588.00	Safebuilt inspections (0096794-IN)
	9					\$2,001.82	Evergreen Sanitation
	8					\$1,695.72	Technical Systems Inc
	7					\$120,983.10	Larry Brown Construction
	6					\$2,592.00	R&A Cleaning
	5		,			\$14.68	Mountain Mist
	4					\$130.91	Century Link
	3					\$9,193.25	LDC
	2					\$62,167.23	King County Wastewater Treatment Division
	1					\$971.25	FusionTek
PROJECT NOTES	NUMBER	NON INCOME	BRANDON CR	LORA CR	Rhonda CR	INVOICE AMOUNT	CLAIMANT
						\$796.16	PAID CLAIMS TOTAL
	AP-1					\$796.16	Nelson Truck
PROJECT NOTES	NUMBER	NON INCOME	BRANDON CR	LORA CR	Rhonda CR	INVOICE AMOUNT	PAID CLAIMS
	Date: 3.21.23	Date: (			F&O Date:	Batch #1	Todays Date: 3.1.23
					2007		

			\$0.00	\$0.00	\$0.00	\$27,810.99	CLAIMANT TOTAL
	12					\$7,000.00	Belenus Solutions- March/April
	11					\$1,821.22	FusionTek 20584
	10				٠.		LDC Housing Action Plan
	9					\$8,396.96	Fury Site Works
	8					\$5,637.43	Fury Site Works
	7					\$860.00	Jennifer Hargrove
	6						Sound Publishing SVR-EOC announcement
	5					\$692.98	Gray & Osborne- 24th WM
	4					\$442.10	Gray & Osborne- Project Planning
	3					\$35.30	Mountain Mist- Final
	2				. *	\$375.00	King County IT- KC INET
	-3				-	\$2,550.00	Advanced Tree Removal
PROJECT NOTES	IE NUMBER	NON INCOME	BRANDON CR	LORA CR	Rhonda CR	INVOICE AMOUNT	CLAIMANT
					-	\$3,852.00	PAID CLAIMS TOTAL
	AP-4					\$2,070.28	PSE- Carnation
	AP-3					\$1,513.28	PSE- Eugene & Tolt
	AP-2					\$3,240.00	Teamsters- ULP 132925-U-22
	AP-1				,	\$612.00	State of WA Dept of Health
PROJECT NOTES	NUMBER	NON INCOME	BRANDON CR	LORA CR	Rhonda CR	INVOICE AMOUNT	PAID CLAIMS
	il Date: 3.21.23	Date	Counci		F&O Date:	Batch #2	Todays Date: 3.7.23

Ashlyn Farnworth

APPROVED: SPRINGBROOK

ANA CORTEZ

JIM RIBAIL

CHECKS ISSUED

COUNTIL MEETING

TIM HARRIS

GRAND TOTAL

\$31,662.99

# #1 completed 3.1.23 for 3.21.23

Final Audit Report 2023-03-15

Created:

2023-03-15

By:

Heather Mullholland (heather.mullholland@carnationwa.gov)

Status:

Signed

Transaction ID:

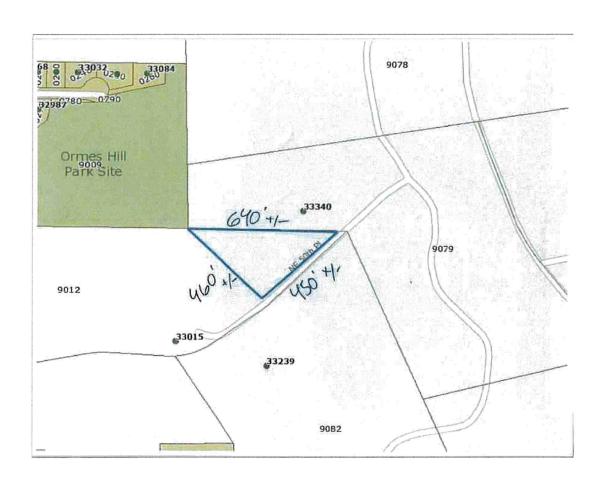
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## "#1 completed 3.1.23 for 3.21.23" History

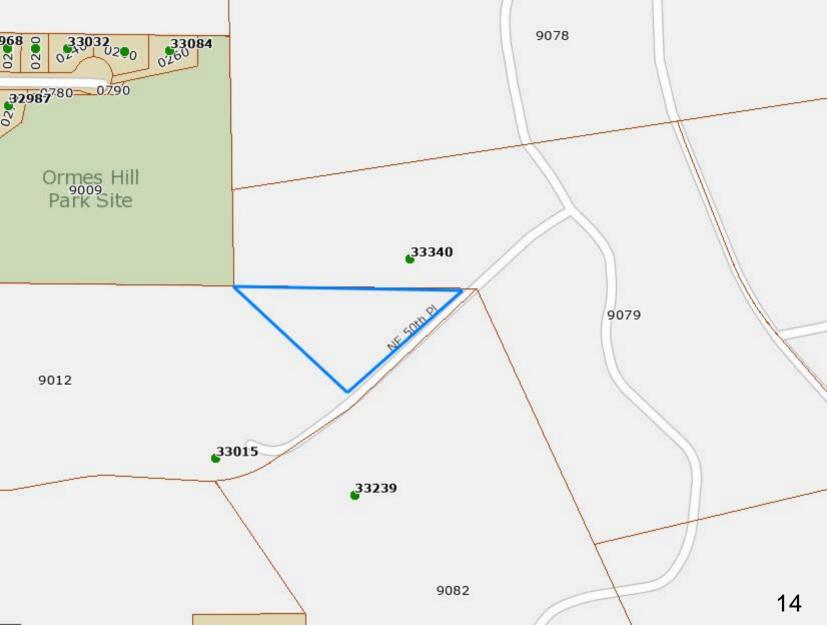
- Document created by Heather Mullholland (heather.mullholland@carnationwa.gov) 2023-03-15 5:12:05 PM GMT
- Document emailed to Ashlyn Farnworth (ashlyn.farnworth@carnationwa.gov) for signature 2023-03-15 5:13:22 PM GMT
- Email viewed by Ashlyn Farnworth (ashlyn.farnworth@carnationwa.gov) 2023-03-15 5:19:48 PM GMT
- Document e-signed by Ashlyn Farnworth (ashlyn.farnworth@carnationwa.gov)

  Signature Date: 2023-03-15 5:20:15 PM GMT Time Source: server
- Agreement completed. 2023-03-15 - 5:20:15 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.









# 2023 & BEYOND PLANNING FOR OUR FUTURE

Setting our course beyond what we know today and putting tomorrow in our sights.

March 2023 – Community Connections Renée Jensen, FACHE

# Long-term Success of Snoqualmie Valley Health

## A Levy Lid Lift to .70/1000 will provide:

- Tax Credit Program
- Emergency Department Expansion
- New MRI and life-saving CT Scanner
- Mammography
- Behavioral Health
- Long-term Careers
- Additional Providers and Services
- Expansion into Outlying Areas
- Support for the Long-Term Viability of Snoqualmie Valley Health
- Economic Impact



For \$500,000 avg home = \$19/month or \$226/year increase



# **Tax Credit Program**

A levy lift will allow SVH to implement a new tax credit program benefiting District Residents

### It's Easy!

- Show proof of tax statement payment
- 100% credit for taxes paid to hospital district will be discounted from your bill
- Credit can be applied to all District services
- Renewable credit each year





Renée Jensen

**Chief Executive Officer** 

(425) 831.2362

ReneeJ@SnoqualmieHospital.org

https://snoqualmiehospital.org/about/levy2023/



TITLE: A MOTION to enter into an	Agenda Bill No.:	AB23-37
agreement for inmate housing with South	<b>Type of Action:</b>	Motion
Correctional Entity (SCORE).	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS:	Date Submitted:	03/21/23
Attachment A: Agreement	For Agenda of:	03/21/23
Attachment B: Services Overview	<b>Expenditure Required:</b>	0
	Amount Budgeted:	N/A
	Appropriation	N/A
	Required:	

#### **SUMMARY STATEMENT AND DISCUSSION:**

SCORE was formed as a governmental administrative agency pursuant to RCW 39.34.030 (3) to operate and maintain a consolidated correctional facility located in the city of Des Moines. Many federal, state, and local agencies contract with SCORE to provide correctional services essential to the preservation of the public health, safety, and welfare.

Subject to the terms of the Agreement, SCORE hereby agrees to accept Contract Agency Inmates and provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures.

**RECOMMENDED ACTION:** I move to enter into an interlocal agreement between the City of Carnation and South Correctional Entity for inmate housing services.

#### **LEGISLATIVE HISTORY:**

ACTION TAKEN					
MOTION AS PR	ROPOSED		MOTION AS A	MENDED	
Motion made by:			Motion made by	:	
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resol	ution No.:		Ordinance/Reso	lution No.:	



#### **OVERVIEW**

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

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

#### **JAIL SERVICES**

#### **Booking Services**

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

#### **In-Custody Escorts**

Custody escorts individuals to video court hearings and medical appointments.

#### Video Court

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

#### **Court Borrows**

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

#### **Medical Services**

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

#### **Specialized Housing**

Dedicated living units specializing in:

- Medical Acute
- Mental Health Residential
- Mental Health Acute

#### **Hospital Security**

Custody Escort in a hospital setting.

#### WHOLE PERSON CARE PLAN

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

Client

Intake Screening

Specialized Housing Assignment

Continuity of Care Established

Client Engagement

Indvidualized Care Plan Developed

Program Enrollment Screening

Community Resource
Connection

Reentry Coordination



#### MEDICAL STAFFING OVERVIEW

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

#### **INITIAL ASSESSMENTS**

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

#### **DENTAL HEALTH**

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

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

#### MEDICAL CLINIC - SICK CALL

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

#### X-RAY SERVICES

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

#### **VACCINATIONS**

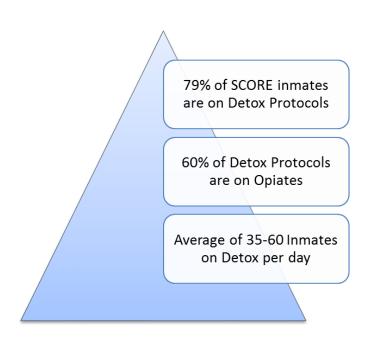
Flu shots

Hepatitis A

Hepatitis B

#### COVID-19

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





#### **DETOX MONITORING**

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

#### Clinical Opiate Withdrawal Scale

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

#### Clinical Institute Withdrawal Assessment

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

#### Buprenorphine

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

#### MEDICATION ASSISTED TREATMENT PROGRAMS

#### Methadone

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

#### <u>Vivitrol</u>

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

#### **Addiction Education**

Overdose Prevention Classes Include:

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





#### MENTAL HEALTH SERVICES

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

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

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

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

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

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

#### MASTERS LEVEL MENTAL HEALTH SERVICES

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

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

#### **ON-SITE COMPENTENCY EVALUATIONS**

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

#### MENTAL HEALTH PARTNERSHIPS

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

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

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

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



#### ON-SITE PATIENT REFERRALS, TREATMENT & CARE

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

#### OFF-SITE PATIENT REFERRALS, TREATMENT & CARE

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

#### ADDITIONAL PROGRAM CONNECTIONS

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

#### INTEGRATED STATE PROGRAMS AT SCORE

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

#### **RELIGIOUS CONNECTIONS**

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

#### **EDUCATION PARTNERSHIPS**

- Highline College
- South Seattle College

#### **MEMBER** - WA STATE OPIOID TREATMENT NETWORK

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

SCORE MAT Program Funding

#### LIBRARY SYSTEM

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



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

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



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

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

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

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



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

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





#### SCORE CORRECTIONS OFFICERS EARN NATIONAL JAIL CERTIFICATIONS

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

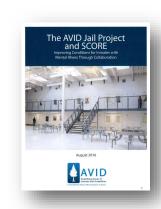


#### DISABILITY RIGHTS WASHINGTON CONCLUDES SCORE JAIL STUDY

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

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





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

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





#### VIRTUAL COURT SOLUTIONS

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

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

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

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

#### VIDEO COURT SERVICES INCLUDE

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

#### **BANDWIDTH REQUIREMENTS**

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

#### **TECHNOLOGY COORDINATION**

For testing and license requirements please contact:

servicedesk@scorejail.org











#### INTERLOCAL AGREEMENT FOR INMATE HOUSING

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

#### **RECITALS**

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

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

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

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

#### **SECTION 1. DEFINITIONS.**

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

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

Commencement Date means [January 1, 2023].

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

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

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

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

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

<u>Interlocal Agreement</u> means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 and amended and restated on December 11, 2019, as it may be further amended from time to time, executed among the parties thereto for the purpose of forming SCORE.

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

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

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

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

Non-Guaranteed Bed Rate means a higher daily housing bed rate and subject to availability, as set forth in Exhibit A.

<u>SCORE Facility</u> means the correctional facility maintained and operated by SCORE located at 20817 17<sup>th</sup> Avenue South, Des Moines, WA 98198.

Termination Date means	

#### **SECTION 2. TERM.**

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

#### **SECTION 3. INMATE HOUSING AND SERVICES.**

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

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

#### SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A.

Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

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

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

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

- A. <u>Transportation</u>. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. <u>Booking</u>. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.
- C. <u>Classification</u>. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and reasonable judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and reasonable judgment of SCORE as provided in Exhibit F.
- D. <u>Inmate Discipline</u>. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE's custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

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

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

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

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

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

#### **SECTION 7. HEALTH CARE.**

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

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

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

Except to the extent that a Contract Agency Inmate can pay pursuant to Section 5.B, the Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

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

#### **SECTION 8. DETAINERS.**

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

#### SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

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

#### **SECTION 10. ESCAPE; DEATH.**

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

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

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

#### **SECTION 11. REPORTING AND INSPECTION.**

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

#### **SECTION 12. TECHNOLOGY.**

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

#### **SECTION 13. BILLING AND PAYMENT.**

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

#### **SECTION 14. BILLING DISPUTE RESOLUTION.**

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

#### **SECTION 15. INDEPENDENT CONTRACTOR.**

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

#### SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate

property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

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

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

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

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

#### **SECTION 17. INSURANCE.**

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

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

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

#### **SECTION 18. TERMINATION.**

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

#### **SECTION 19. RECORDS.**

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

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

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

#### **SECTION 21. HIPAA AND HITECH COMPLIANCE.**

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

#### **SECTION 22. EQUAL OPPORTUNITY.**

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

#### **SECTION 23. MISCELLANEOUS.**

- A. <u>Real or Personal Property</u>. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. <u>Assignment</u>. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. <u>Non-Waiver</u>. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. <u>Severability</u>. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.
- F. <u>Attorneys' Fees.</u> In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.

- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. <u>Amendment</u>. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.
- I. <u>No Joint Venture or Partnership</u>. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement
- J. <u>Compliance with Applicable Laws and Standards.</u> SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. <u>Continuation of Performance.</u> In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. <u>Representatives</u>; <u>Notices</u>. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. <u>Entire Agreement</u>. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

#### **SECTION 24. EXECUTION.**

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

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY			
	Contract Agency Name		
Signature	Signature		
Print Name - Title	Print Name - Title		
Date	Date		
	ATTESTED BY:		
	Signature		
NOTICE ADDRESS:	NOTICE ADDRESS:		
SOUTH CORRECTIONAL ENTITY 20817 17th Avenue South Des Moines, WA 98198			
Attention: Devon Schrum, Executive Director	Attention:		
Email: dschrum@scorejail.org	Email:		
<b>Telephone:</b> (206) 257-6262	Telephone:		
Fax: (206) 257-6310	Fax:		
DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:	DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS AGREEMENT:		
Name: Devon Schrum	Name:		
Title: Executive Director	Title:		

#### **Exhibit A**

#### **FEES AND CHARGES AND SERVICES**

Booking Fee:<sup>1</sup> \$50.00

**Daily Housing Rates:** 

General Population – Guaranteed Beds \$138.43 No. of Beds: \_\_\_\_\_

General Population – Non-Guaranteed Beds \$199.00

Daily Rate Surcharges: 2

Mental Health – Residential Beds \$159.00

Medical - Acute Beds \$217.00

Mental Health – Acute Beds \$278.00

Health Care Services: 3

In-Facility Care Included

Co-Payments Inmate responsibility
Outside Medical Services Contract Agency billed
Emergency Care Contract Agency billed

Pharmaceuticals Medications billed to Contract Agency

**Transportation Fees:** 

SCORE Officer Transport \$75.00/per hour

**Security Services:** 

Hospital Security \$75.00/per hour

Video Court:

In-Custody Arraignment Included

Other Terms & Conditions:

Fees, charges, and services will be annually adjusted each January 1st.

 $<sup>^{</sup>m 1}$  The Booking Fee will be charged to the jurisdiction responsible for housing the inmate

<sup>&</sup>lt;sup>2</sup> Surcharges are in addition to daily housing rates and subject to bed availability

<sup>&</sup>lt;sup>3</sup> Guided by American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC)

#### Exhibit B

# WARRANTS/OTHER COURT ORDERS/DETAINERS

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

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

#### **Exhibit C**

#### PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

#### 1. Compliance

SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:

- a) The Prison Rape Elimination Act of 2003 (PREA)
- b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
- c) Zero tolerance toward all forms of sexual abuse and sexual harassment.

# 2. Monitoring

SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:

- a) Site visits,
- b) Access to facility data, and
- c) Review of applicable documentation.

# 3. Contract Agency may terminate this Agreement

- Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
- b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.
- 4. The Contract Agency will terminate this Agreement
  - a) Should SCORE elect to discontinue pursuit of PREA compliance;
  - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
  - c) Should SCORE be found to be in egregious violation of PREA.

#### **Exhibit D**

#### **MEDICAL ACCEPTABILITY**

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

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

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#### Exhibit E

# **PROPERTY**

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

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

#### **Exhibit F**

#### **CLASSIFICATION**

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

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

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

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

#### **Exhibit G**

#### **BORROWING**

One contracting agency may "borrow" another Contract Agency's Inmate as follows:

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

TITLE: A MOTION to amend code	Agenda Bill No.:	AB23-38
10.16.030 - Parking Restrictions	<b>Type of Action:</b>	Motion
	Origin:	City Manager
	(Council/Manager)	C' A
	Agenda Bill Author:	City Manager
EXHIBITS:	<b>Date Submitted:</b>	03/21/23
Attachment A: Redlined Code	For Agenda of:	03/21/23
	<b>Expenditure Required:</b>	0
	Amount Budgeted:	N/A
	Appropriation	N/A
	Required:	

# **SUMMARY STATEMENT AND DISCUSSION:**

The City Manager asks the Council to authorize changes to CMC 10.16.030 in order to adopt more robust language restricting parking within the City. Current code is not effective for addressing illegal parking problems currently affecting the City.

# **RECOMMENDED ACTION:**

Motion to approve amendment to Code 10.16.030 as indicated in Exhibit A.

# **LEGISLATIVE HISTORY:**

		ACTION	TAKEN		
MOTION AS PROPOSED		MOTION AS A	MOTION AS AMENDED		
Motion made by:		Motion made by	<b>:</b>		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resol	ution No.:		Ordinance/Resolution No.:		

# • 10.16.030 - Parking restrictions.

No vehicle over twelve thousand pounds gross weight including any semi or dump truck shall park overnight on any street, or portion of street, or alley, or in front of any address regardless of location for longer than six hours, within the city.

(Ord. 281 § 3, 1983)

**NEW LANGUAGE** 

# 10.16.030 - Parking restrictions.

- (A) It is unlawful for any person to stop, park or leave standing any vehicle upon any street for a continuous period in excess of 24 hours unless otherwise further restricted by other provisions of the city code in which case the more restrictive revisions shall apply.
- (B) The Manager may, when authorized by resolution of the Council, designate certain streets, blocks or portions of streets or blocks as prohibited parking zones, or five-minute, ten-minute, 15-minute, 30-minute, one-hour, two-hour, four-hour, six-hour, eight-hour, morning or afternoon rush hour limited parking zones and shall mark by appropriate signs any zones so established. The zones shall be established whenever necessary for the convenience of the public or to minimize traffic hazards and preserve a free flow of traffic. It is unlawful for any person to stop, park or leave standing any vehicle in a prohibited parking zone, for a period of time in excess of the sign-posted limitation, or during sign-posted hours of prohibited parking.

Agenda Bill No.:	AB23-39
<b>Type of Action:</b>	Motion
Origin: (Council/Manager)	City Manager
Agenda Bill Author:	City Manager
<b>Date Submitted:</b>	03/21/23
For Agenda of:	03/21/23
<b>Expenditure Required:</b>	0
Amount Budgeted:	N/A
Appropriation Required:	N/A
	Type of Action: Origin: (Council/Manager) Agenda Bill Author: Date Submitted: For Agenda of: Expenditure Required: Amount Budgeted:

# **SUMMARY STATEMENT AND DISCUSSION:**

The City Manager asks the Council to set a Public Hearing date for April 4<sup>th</sup>, 2023, to discuss changes to CMC 15.44.040 in order to adopt more robust language restricting using vehicles as temporary dwellings.

**RECOMMENDED ACTION:** I move to set a Public Hearing for April 4<sup>th</sup>, 2023, to discuss the possible amendment to Code 15.44.040 as indicated in Exhibit A.

# **LEGISLATIVE HISTORY:**

ACTION TAKEN					
MOTION AS PROPOSED		MOTION AS A	MOTION AS AMENDED		
Motion made by:	•		Motion made by	<b>7:</b>	
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resol	ution No.:		Ordinance/Resolution No.:		

# 15.44.040 - Recreational vehicles as temporary dwelling units.

A. No recreational vehicle shall be occupied for residential or commercial purposes anywhere in the city of Carnation, except:

- 1. In the case of temporary uses per <u>Section 15.44.040</u> (Temporary emergency, construction, or repair residences); or
- 2. Recreational vehicles may be occupied by visitors within residential zones for a period not to exceed thirty days where a zoning permit has been granted for such use, provided:
  - a. Temporary occupancy shall not exceed thirty days in a calendar year/visitor,
  - b. Under no circumstances shall a recreational vehicle be occupied while parked overnight on a public street,
  - c. No recreational vehicle shall be serviced by a temporary or permanent sewer hook-up emptying into a private septic system or a municipal sewer, and
  - d. Nor shall any space be provided for an occupied recreational vehicle for monetary or other compensation.
- B. An applicant for such temporary use permit shall have seven days to make application to the city.

(Ord. 670 § 6 (Exh. F) (part), 2005)

# • 15.44.040 - Vehicles as temporary dwelling units.

A. No recreational vehicle, truck, van or automobile shall be occupied for residential or commercial purposes anywhere in the city of Carnation, except:

- 1. In the case of temporary uses per <u>Section 15.44.040</u> (Temporary emergency, construction, or repair residences);
- 2. Recreational vehicles may be occupied by visitors within residential zones for a period not to exceed ten days where a zoning permit has been granted for such use, provided:

- a. Temporary occupancy in a recreational vehicle shall not exceed ten days in a calendar year/visitor,
- b. Temporary occupancy will take place in a private driveway or parking space where owner has consented to temporary occupancy,
- c. Under no circumstances shall a recreational vehicle be occupied while parked overnight on a public street, public right of way, park, alley, parking lot or other public space,
- e. No recreational vehicle shall be serviced by a temporary or permanent sewer hook-up emptying into a private septic system or a municipal sewer, and
- f. Nor shall any space be provided for an occupied recreational vehicle for monetary or other compensation.
- B. An applicant for such temporary use permit shall have seven days to make application to the city.

The City Manager may extend the period of temporary occupancy on a case by case basis.

(Ord. 670 § 6 (Exh. F) (part), 2005)

TITLE: A MOTION to amend code	Agenda Bill No.:	AB23-40
13.25.030 - Disconnection for Condemned	Type of Action:	Motion
Building.	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS:	<b>Date Submitted:</b>	03/21/23
Attachment A: Redlined Code	For Agenda of:	03/21/23
	<b>Expenditure Required:</b>	0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

# **SUMMARY STATEMENT AND DISCUSSION:**

The City Manager asks the Council to authorize changes to CMC 13.25.030 to reflect that both City and County may deem a premises as dangerous or unfit for human habitation, prompting City water service to be turned off.

**RECOMMENDED ACTION:** I move to approve amendment to Code 13.25.030 as indicated in Exhibit A.

# **LEGISLATIVE HISTORY:**

ACTION TAKEN					
MOTION AS PROPOSED		MOTION AS A	MOTION AS AMENDED		
Motion made by	:		Motion made by	<b>:</b>	
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resol	ution No.:		Ordinance/Resolution No.:		

# • 13.25.030 - Service disconnection for condemned buildings.

Whenever a premises supplied with water has been designated by the city as dangerous and unfit for human habitation, the public works director shall cause the water service to such premises to be turned off. Water service to such premises shall not be restored until the city has withdrawn the dangerous and unfit designation for the premises.

(Ord. 743 § 4 (Exh. A) (part), 2008)

Whenever a premises is served by the City's water system has been designated by the city as dangerous and unfit for human habitation by the County or City, the City Manager shall causewater services to such premises to be turned off. Waterservice to such premises shall not be restored until the city or County has withdrawn the dangerous and unfit designation for the premises.

TITLE: An ORDINANCE establishing a	Agenda Bill No.:	AB23-41
biennial budget process, providing for	<b>Type of Action:</b>	ORDINANCE
severability, and establishing an effective date	Origin: (Council/Manager)	City Manager
	Agenda Bill Author:	City Manager
EXHIBITS:	Date Submitted:	03/21/23
Ordinance	For Agenda of:	03/21/23
	<b>Expenditure Required:</b>	0
	Amount Budgeted:	0
	Appropriation	N/A
	Required:	

#### **SUMMARY STATEMENT AND DISCUSSION:**

Any city or town that currently budgets on an annual basis and wants to switch to a biennial budget process must pass an ordinance to that effect no later than June 30 of the preceding even-numbered year, six months before the beginning of the fiscal biennium (RCW 35A.34.040/RCW 35.34.040).

The City Manager requests action to formally switch to a biennial budget in FY 2025 and FY 2024. The current biennial budget was prepared after the June 30, 2022, date and therefore was not able to meet the June 30 deadline. However, to ensure all the requirements are met for the next biennial in 2025-2026, the City Manager requests Council action.

**RECOMMENDED ACTION:** I move to adopt the Ordinance establishing a biennial budget for FY 2025 - 2026 prior to June 30, 2024, and to use lessons from the current biennial to ensure a sound biennial budget preparation in the future.

# **LEGISLATIVE HISTORY:**

		ACTIO	N TAKEN			
MOTION AS PROPOSED		MOTION AS A	MOTION AS AMENDED			
Motion made by	y:		Motion made by	Motion made by:		
Second by:		Second by:				
	YES Vote	NO Vote		YES Vote	NO Vote	
Hawkins			Hawkins			
Ribail			Ribail			
Harris			Harris			
Burrell			Burrell			
Green			Green			
Passed/Failed			Passed/Failed			
Ordinance/Reso	olution No.:		Ordinance/Resolution No.:			

#### CITY OF CARNATION

#### ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CARNATION, WASHINGTON ESTABLISHING A BIENNIAL BUDGET PROCESS, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington Legislature has provided that any city may, by ordinance, elect to have a biennial budget in lieu of the annual budget, which is otherwise provided for; and

WHEREAS, the provisions of the Chapter 35A.34 RCW determine that an ordinance establishing the biennium budget must be adopted no later than June 30, 2016, in order to be effective January 1, 2017, and

WHEREAS, biennial budgeting will provide an opportunity to streamline government services through better long range and strategic financial planning, a longer perspective on program planning and consolidation of the effort invested in the budget development and approval process, thereby improving services to the residents of Carnation; and

WHEREAS, the City of Carnation is already developing templates, procedures and protocols for FY 2023 and FY 2024 as an experimental Biennial Budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, DO ORDAIN AS FOLLOWS:

<u>SECTION I.</u> Pursuant to Chapter 35A.34 RCW, there is hereby established a biennium budget for the City of Anacortes, beginning with the biennium starting January 1,2025. The 2025- 2026 Biennial Budget and all subsequent budgets shall be prepared, considered, and adopted under the provisions of this ordinance and Chapter 35A.34 RCW.

SECTION II. Pursuant to Chapter 35A.34 RCW the City Council shall provide for a midbiennium review, and any modification shall occur no sooner than eight (8) months after the start, but no later than the conclusion of the first year of the biennium. The City Manager shall prepare a proposed budget modification and shall provide for publication of notice of hearings consistent with publication of notices for adoption of other City ordinances. Such proposal shall be submitted to the City Council and shall be a public record and be available to the public. A public hearing shall be advertised at least once and shall be held no later than the first regular Council meeting in December and may be considered from time to time. At such a hearing or

thereafter, the Council may consider a proposed ordinance to carry out such modifications, which such ordinance shall be subject to other provisions of Chapter 3SA.34 RCW.		
SECTION III The City shall prepare a pilot biennial budget for FY2023 and FY2024 to develop protocols and write procedures for the official first biennial budget as indicated in Section I above.		
SECTION IV. Acts pursuant to this ordinance, but prior to its passage or effective date, are hereby ratified and confirmed.		
SECTION V. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.		
SECTION VI. This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.		
APPROVED by the Carnation City Council this 21st day of March 2023.		
MAYOR, JIM RIBAIL ATTEST/AUTHENTICATED:		

CITY CLERK, LORA WILMES

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# CARNATION



# CARNATION CITY COUNCIL AGENDA Regular Meeting

Mayor Jim Ribail, Deputy Mayor Tim Harris, Ryan Burrell, Dustin Green, Adair Hawkins

DATE: April 4<sup>th</sup>, 2023

**TIME:** 6:00 PM

JOIN ONLINE VIA ZOOM: http://bit.ly/3BbmBBu

**Meeting ID**: 983 3856 5355

**Passcode:** 970731

**Dial by location:** (253) 215 - 8782

For inquiries and/or assistance regarding how to use the City's online meeting format please email clerk@carnationwa.gov, or call (425) 333-4192

1. CALL TO ORDER: Mayor Jim Ribail

PLEDGE OF ALLEGIANCE: Councilmember Ryan Burrell
 ROLL CALL: City Clerk Lora Wilmes

4. APPROVAL OF AGENDA: Mayor and Council

5. EXECUTIVE SESSION:

#### 6. CONSENT AGENDA:

- a) Approval of Minutes for the following date(s):
  - i. Regular Session: March 21st, 2023
- b) Approval of Claims in the following amount(s):
  - i. §
- c) Approval of Payroll for the following pay period(s):
  - i. February 20<sup>th</sup>, 2023 March 5<sup>th</sup>, 2023
  - ii. March 6<sup>th</sup>, 2023 March 19<sup>th</sup>, 2023

#### 7. COUNCIL REPORTS AND REQUESTS:

#### 8. STAFF REPORTS:

a) City Manager's Office - City Manager Ana Cortez

- b) Capital Improvement Project Update Administrative Services Manager Lora Wilmes
- 9. PUBLIC COMMENT & REQUESTS: Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing <u>clerk@carnationwa.gov</u>, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.

#### **10. PRESENTATIONS:**

a) Seattle Public Utilities – Siren Project Update (POC Sheila.Strehle@seattle.gov)

#### 11. AGENDA BILLS:

a) AB23-XX- CODE AMENDMENTS RE: TEMP BUSINESS

b) AB23-XX- CODE AMENDMENT RE: ELECTRIC VEHICLES

c) AB23-XX- RE: TOLT COMMONS

d) AB23-XX- RE: LODGING TAX

#### 12. DISCUSSION ITEMS:

#### 13. FUTURE AGENDAS:

- a) Tentative agenda for the meeting of April 18th, 2023
- b) Tentative agenda for the meeting of May 2<sup>nd</sup>, 2023
- 14. ADJOURNMENT: Mayor Jim Ribail



# CARNATION



# CARNATION CITY COUNCIL AGENDA Regular Meeting

Mayor Jim Ribail, Deputy Mayor Tim Harris, Ryan Burrell, Dustin Green, Adair Hawkins

**DATE:** April 18th, 2023

**TIME:** 6:00 PM

JOIN ONLINE VIA ZOOM: https://bit.ly/3xIFY9B

**Meeting ID:** 976 1525 3648

**Passcode:** 894903

**Dial by Location:** (253) 215 - 8782

For inquiries and/or assistance regarding how to use the City's online meeting format please email clerk@carnationwa.gov, or call (425) 333-4192

1. CALL TO ORDER: Mayor Jim Ribail

2. PLEDGE OF ALLEGIANCE: Councilmember Dustin Green

3. ROLL CALL: City Clerk Lora Wilmes4. APPROVAL OF AGENDA: Mayor and Council

5. EXECUTIVE SESSION:

#### 6. CONSENT AGENDA:

- a) Approval of Minutes for the following date(s):
  - i. Regular Session: April 4<sup>th</sup>, 2023
- b) Approval of Claims in the following amount(s):

i. \$

# 7. COUNCIL REPORTS AND REQUESTS:

#### 8. STAFF REPORTS:

- a) City Manager's Office City Manager Ana Cortez
- b) Community Economic Development Update CED Principal Rhonda Ender

**9. PUBLIC COMMENT & REQUESTS:** Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing <a href="mailto:clerk@carnationwa.gov">clerk@carnationwa.gov</a>, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.

#### 10.PRESENTATIONS:

a) Tolt Siren Project Update - Seattle Public Utilities

#### 11. AGENDA BILLS:

a) AB23-XX

#### 12. DISCUSSION ITEMS:

# **13. FUTURE AGENDAS:**

- a) Tentative agenda for the meeting of May 2<sup>nd</sup>, 2023
- b) Tentative agenda for the meeting of May 16th, 2023

14. ADJOURNMENT: Mayor Jim Ribail

