

**INTERLOCAL AGREEMENT BETWEEN THE GOVERNMENTAL
ADMINISTRATIVE AGENCY KNOWN AS THE SOUTH CORRECTIONAL ENTITY
("SCORE") AND THE CITY OF DES MOINES ("CITY") TO MITIGATE THE
IMPACTS OF THE SCORE FACILITY ON THE DES MOINES MUNICIPAL COURT
SERVICES AND FACILITIES.**

WHEREAS, the cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila (the "Member Cities") have created a governmental administrative agency pursuant to RCW 39.34.030(3) known as the South Correctional Entity ("SCORE"), and

WHEREAS, SCORE is constructing an 830 bed correctional facility within the jurisdictional boundaries of the City of Des Moines to serve the misdemeanor detention needs of the Member Cities and other subscribing agencies, and

WHEREAS, SCORE is located at 20817 17th Ave. S., Des Moines, Washington, and

WHEREAS, the City of Des Moines (the "City") is a municipal corporation organized under the laws of the State of Washington (the "State") and operates a municipal court with jurisdiction over misdemeanor and gross misdemeanor crimes committed within its jurisdiction, and

WHEREAS, the SCORE project was required to be review by the City under the State Environmental Policy Act ("SEPA") to identify, review and mitigate direct and indirect impacts associated with and as a result of the construction and operation of the facility, and

WHEREAS, WAC 197-11-444 includes public services as one of the elements of the environment that a jurisdiction shall consider when reviewing environmental impacts as required under SEPA, and

WHEREAS, the City is required to consider the range of probable direct and indirect impacts that are likely to arise or exist over the lifetime of a proposal pursuant to WAC 197-11-060(4), and

WHEREAS, mitigation can be applied to a proposal through the use of SEPA's substantive authority, based on adverse impacts related to the proposal that cannot be adequately addressed by other regulations (*SEPA Handbook* 8.4), and

WHEREAS, the City believes that SCORE will increase the caseload for the Des Moines Municipal Court and legal services because the Des Moines Municipal Court, prosecution, and defense services will be responsible to review and process all misdemeanor cases that occur within the SCORE facility and on the SCORE property, and

WHEREAS, the City's SEPA Responsible Official determined that impacts to public services would not be adequately mitigated by the City's development regulations and

comprehensive plan, and other applicable local, State, or federal laws or rules require that SCORE to enter into an agreement to mitigate such impacts, and

WHEREAS, SCORE signed an Environmental Mitigation Agreement and agreed to mitigate this impact by compensating the City for the increase demand on the public services provided by the City;

NOW, THEREFORE, in consideration for the mutual covenants and promises set forth in this Interlocal Agreement (this "Agreement"), and in the exercise of authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW, SCORE and the City do hereby agree to the following:

1. Purpose. The purpose of this Agreement is to mitigate the impacts to the City for the cost of increased court services based on the location of the SCORE facility in the jurisdictional boundaries of the City.

2. Duties of the City. The City shall perform the following duties:

(a) File and process all actionable misdemeanor and gross misdemeanor crimes committed on the property of the SCORE facility in accordance with local, State, and federal laws. This will include court services, prosecution services, and public defense services for those who meet State requirements for public defense. Any potential revenue obtained by the City will be maintained by the City.

(b) The City shall bill SCORE in accordance with the formula for calculating costs under this Agreement pursuant to Section 4 hereof on a per case basis for amounts due under this Agreement.

3. Duties of SCORE. SCORE shall perform the following duties:

(a) SCORE shall pay the City on a per case basis for any misdemeanor or gross misdemeanor committed on the SCORE property pursuant to Section 4 hereof.

(b) SCORE shall be responsible to pay the City for the jail costs for defendants who have been sentenced for offenses committed on the SCORE property.

4. Formula for Calculating Compensation; Payment Schedule.

(a) For each criminal citation filed into the Municipal Court, SCORE shall pay \$500 to the City. There will be no charge for cases reviewed by the City Prosecutor but not filed. This flat fee is intended to mitigate the costs to the City for the prosecution, defense, and court costs of any criminal action occurring on the SCORE property. A criminal citation

refers to the actual citation form, and may include more than one cause of action. These fees shall be paid regardless of whether the cases are later dismissed without a full adjudication.

(b) Cost of court services as provided in Section 4(a) above will be in effect from the date of this Agreement until December 31, 2011. Costs of court services under this Agreement will increase by the current CPI on January 1, 2012 and on January 1 of each subsequent year by the current CPI for that calendar year for the duration of this Agreement.

(c) The City shall bill SCORE for all costs under the terms of this Agreement on a monthly basis. The City shall submit invoices to SCORE no later than 15 business days after the end of the calendar month. Such invoices shall include all costs to be paid under this Agreement for the prior calendar month plus a record of cases filed in Des Moines Municipal Court originating on the SCORE property. SCORE shall pay the amount due within 45 days of receipt of the invoice from the City. Payment shall be made by check or electronic funds transfer to the account designated in writing by the City.

5. Indemnification.

(a) SCORE Indemnification of the City. SCORE shall indemnify, defend, and hold harmless the City, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of SCORE), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of SCORE's acts, errors or omissions with respect to the subject matter of this agreement; provided, however,

(i) SCORE's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of the City, its officers, agents or employees; and

(ii) SCORE's obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of SCORE and the City shall apply only to the extent that SCORE's actions or negligence caused or contributed thereto.

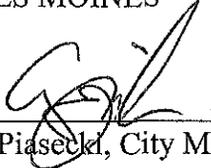
(c) City Indemnification of SCORE. The City shall indemnify, defend, and hold harmless SCORE, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys' fees in defense thereof, for injuries, sickness or death or persons (including employees of the City), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of the City's acts, errors or omissions with respect to the subject matter of this agreement; provided, however

Interlocal Agreement Between SCORE and Des Moines to Mitigate
Impacts of SCORE Facility on Des Moines Municipal Court Services and Facilities
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15. Filing of Agreement. This Agreement shall be filed and/or recorded as required in chapter 39.34 RCW.

DATED this 18 day of August, 2011.

CITY OF DES MOINES

By 
Anthony A. Piasecki, City Manager
By direction of the City Council
Taken June 23, 2011
DATE 7/21/11

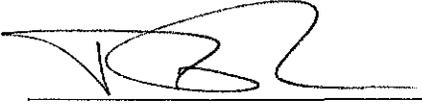
SCORE

By 
Penny Bartley, Facility Director
DATE 8/11/2011

ATTEST:


City Clerk

APPROVED AS TO FORM ON
BEHALF OF THE CITY OF DES MOINES:


Tim George, Assistant City Attorney