

RESOLUTION NO. 2024-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR INMATE HOUSING BETWEEN THE CITY OF COVINGTON AND THE SOUTH CORRECTIONAL ENTITY.

WHEREAS, currently the City of Covington (“City”) contracts with South Correction Entity (“SCORE”) in Des Moines, WA for inmate housing and would like to continue utilizing SCORE as an option when booking offenders; and

WHEREAS, the City of Covington entered into an Interlocal Agreement for Inmate Housing (“ILA”) dated, January 1, 2020, to which SCORE provides housing, care, and custody of Covington’s inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines; and

WHEREAS, SCORE has requested an amendment to the City’s current inmate housing agreement to address 2024 rates, and clarify the expectations of cities that contract with SCORE regarding healthcare costs; and

WHEREAS, the rate changes may be acknowledged by the city administratively through the city manager, the amendment to the ILA regarding healthcare costs must be approved in writing by the City and SCORE; and

WHEREAS, the amendment will be effective retroactively to January 1, 2024, to account for the 2024 rate increases;

NOW THEREFORE, the City Council of the City of Covington, King County, Washington, resolves as follows:

Section 1. The city manager is hereby authorized to execute an amendment to the Interlocal Agreement for inmate housing between SCORE and the City of Covington, which is attached as Exhibit A and incorporated by this reference.

Section 2. Severability. If any section, paragraph, sentence, clause, or phrase of this resolution, or its application to any person or situation, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this resolution or its application to other persons or situation. The City Council of the City of Covington hereby declares that it would have adopted this resolution and each section, subsection, sentence, clauses, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

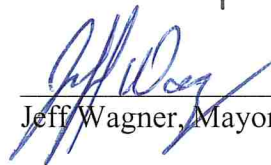
Section 3. Corrections. Upon the approval of the city attorney, the city clerk and the codifiers of this resolution are authorized to make any necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers, and any reference thereto.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

Section 5. Effective Date. This resolution shall be effective immediately upon passage by the City Council of the City of Covington.

Passed by the City Council of the City of Covington this 9th day of January 2024.

Signed in authentication of its passage this 9th day of January, 2024.



Jeff Wagner, Mayor

AUTHENTICATED:



Krista Bates, City Clerk

APPROVED AS TO FORM:

/s/ Mark Orthmann, as authorized by email on January 9, 2024
Mark Orthmann, City Attorney

EXHIBIT A

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

(Amending Exhibit A: Fees and Charges and Services. Amending Housing Agreement: Section 7.)

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this “Amendment”), dated January 1, 2024, 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 City of Covington, 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, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated January 1, 2020, as amended and as may be further amended from time to time (the “Original Agreement”) pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the “SCORE Facility”); and

WHEREAS, the Parties now desire to amend Exhibit A to the Original Agreement (as amended by this Amendment, the “Agreement”) with regard to fees and charges for such services as provided herein; **Section 1. Definitions.** Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

- (1) Amendment to Exhibit A.** Daily Housing Rates, Daily Rate Surcharges, Booking Fee, and Transport Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

Daily Housing Rates

| | | |
|--|----------|----------------|
| General Population – Guaranteed Beds | \$142.58 | No. of Beds: 4 |
| General Population – Non-Guaranteed Beds | \$204.97 | |

Daily Rate Surcharges:

| | |
|----------------------------------|----------|
| Mental Health – Residential Beds | \$163.77 |
| Medical – Acute Beds | \$223.51 |
| Mental Health – Acute Beds | \$286.34 |

Booking Fee \$65.00

Transport/Security Fee \$85.00/hr.

Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges, and services will be annually adjusted each January 1st.

(2) Amendment to the Housing Agreement. Section 7 – Healthcare. following language has been removed from the original housing agreement:

- a) Paragraph 2 "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."
- b) Paragraph 4 "Except to the extent that a Contract Agency Inmate can pay pursuant to Section 5.B,".

Section 3. Effective Date of Amendment. The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2024 at 12:01 a.m.

Section 4. Entire Agreement. Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 5. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 6. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 7. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

Signature

Title/Name Executive Director Devon Schrum

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention: Devon Schrum

Email: dschrum@scorejail.org
Telephone: 206-257-6262

Signature

Title/Name: City Manager/Regan Bolli

NOTICE ADDRESS:

City of Covington
16720 SE 271st St, STE 100
Covington, WA 98042
Attention: Casey Parker

Email: cparker@covingtonwa.gov
Telephone: 253-480-2421