

RESOLUTION R-5028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE SOUTH CORRECTIONAL ENTITY FOR JAIL SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN.

WHEREAS, in May 2011, the City of Kirkland and the South Correctional Entity ("SCORE") entered into an Agreement for Inmate Housing, which established the terms and conditions under which the City will transfer custody of certain inmates to be housed at SCORE'S correctional facility (the "Facility"); and

WHEREAS, in addition to using the Facility, the City operates its own jail and uses other service providers to provide medical services to its inmates; and

WHEREAS, SCORE operates medical facilities in order to provide diagnosis and treatment services for inmates on a cost-effective and efficient basis; and

WHEREAS, the City now desires to book certain inmates at the Facility (referred to as "Medical Bookings") for the purpose of receiving medical services; and

WHEREAS, at a regular meeting held on March 28, 2012, the administrative board of SCORE approved a new rate structure for inmate housing at the Facility; and

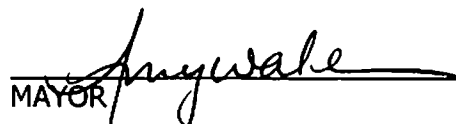
WHEREAS, the parties now desire to amend the original agreement to authorize Medical Bookings and reflect the new rate structure;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is authorized to execute an interlocal agreement amendment substantially similar to that attached as Exhibit "A", which is entitled "First Amendment to Agreement for Inmate Housing – 2011-2021."

Passed by majority vote of the Kirkland City Council in open meeting this 21st day of January, 2014.

Signed in authentication thereof this 21st day of January, 2014.

MAYOR 

Attest:

Kathi Anderson
City Clerk

FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING (hereinafter "FIRST AMENDMENT"), dated _____, 2014, is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW39.34.030(3) ("SCORE") and the **CITY OF KIRKLAND**, a municipal corporation organized under the laws of the State of Washington (hereinafter the "City," and together with SCORE, the "Parties" or individually a "Party"), and amends that certain Agreement for Inmate Housing effective for the period November 1, 2011 through December 31, 2021 by and between the Parties (the "Original Agreement").

WHEREAS, the Parties entered into the Original Agreement for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE'S correctional facility (the "Facility"); and

WHEREAS, SCORE operates medical facilities in order to provide diagnosis and treatment services for inmates on a cost-effective and efficient basis; and

WHEREAS, in addition to using the Facility, the City operates its own jail and uses other service providers to provide medical services to its inmates; and

WHEREAS, the City now desires to book certain inmates at the Facility (referred to herein as "Medical Bookings") for the purpose of receiving medical services; and

WHEREAS, the Parties now desire to amend the Original Agreement to authorize Medical Bookings as provided herein; and

WHEREAS, at a regular meeting held on March 28, 2012, the Administrative Board of SCORE (the "Board") approved a new rate structure for inmate housing at the Facility; and

WHEREAS, the Parties now desire to amend the Original Agreement to reflect the new rate structure as set forth herein;

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1.01. Definitions. All capitalized words and phrases, including those in the recitals, not otherwise defined herein shall have the meanings given to them in the Original Agreement.

Section 1.02. Amendments to Original Agreement.

(1) **Definitions.** A new definition is hereby added to Section 2 of the Original Agreement as follows:

Medical Booking - an inmate subject to City custody who is transferred to SCORE'S custody under this Agreement for the purpose of receiving medical care, which may include but is not limited to, medical screening, pharmaceutical management, and other medical procedures as deemed appropriate by the health care provider.

(2) **Bookings.** Section 8 of the Original Agreement is amended to read as follows:

8. Bookings. City Inmates shall be booked pursuant to SCORE'S booking policies and procedures.

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

In addition to other persons to be held in custody under the terms of this Agreement, SCORE hereby agrees to accept Medical Bookings from the City. Inmates brought to SCORE for Medical Bookings shall not be in need of emergency medical care. Once custody of a Medical Booking is transferred from the City to SCORE, such Medical Booking shall be considered a "City Inmate" for purposes of this Agreement. At all times when SCORE maintains custody of a Medical Booking, services to be provided to shall be subject to the terms of this Agreement. After medical services have been provided, or as directed by the City, the Medical Booking shall be returned to the City. Thereafter, custody shall be retained by the City and SCORE shall not be responsible for nor incur any liability to such Medical Booking.

In exchange for accepting Medical Bookings and the provision of medical services as provided herein, the City agrees to compensate SCORE \$250 per Medical Booking plus the daily housing rate for any time served in excess of the first calendar day.

(3) **Bed Rate.** Section 27 of the Original Agreement is hereby replaced in its entirety with the following:

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

A.	<u>Guaranteed Bed Rate:</u>	
	2012 -10 year Guaranteed Rate	\$90.00
	Number of Guaranteed Beds	5

City's use of guaranteed beds is averaged on a monthly basis. All contract rates are established to recover full cost of services. Guaranteed Rates for the following year will be based upon actual expenses from the period of April 1 - March 31 of each calendar year. An estimate of the Guaranteed Rates will be provided by July 1 of each year for the following year.

The Guaranteed Rate includes all in-facility medical, dental (if available), and mental health services, and pharmaceuticals, except for medications for HIV, hepatitis, and biologics. In the event a City Inmate requires out-of-facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

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

(4) **Specialty Housing Surcharge.** Section 28 is hereby replaced in its entirety.

28. Specialty Housing Surcharge. Should the City average fifty percent (50%) or more of its City Inmates in Specialty Housing for any month, the City will pay a Specialty Housing surcharge based upon that population. The Specialty Housing surcharge will be established on an annual basis, no later than July 1 of each year, at a rate not to exceed \$50 per day.

(5) Attachment F - Inmate Release. Section 1 of Attachment F is hereby replaced in its entirety with the following:

1. To the City for return to the Inmate's residence or closest Member City of arrest.

Section 1.03. Effective Date of Rate Modification. The Parties hereby agree that the rate amendments set forth in Section 1.02 of this First Amendment shall be effective beginning November 01, 2013 through August 31, 2014.

Section 1.04. Survival of Provisions. Except to the extent modified by this First Amendment, the terms of the Original Agreement shall continue in full force and effect until the expiration or termination of the Original Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, all as of the day and year first above mentioned.

CITY OF KIRKLAND

SOUTH CORRECTIONAL ENTITY

By _____

By _____

ATTEST:

By _____

City Clerk

APPROVED AS TO FORM:

By _____

Robin Jenkinson

City Attorney