

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion and Update of Jail Services Contracts
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Alex Herzog, CMO Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City of Shoreline is required by law to arrange for the booking and housing of its misdemeanor population. This requirement only relates to adults who commit offenses, as misdemeanor offenses committed by juvenile defendants (less than 18 years of age) and felony offenses are the responsibility of King County. As the City of Shoreline does not own its own jail facility, the City has contracted with multiple jail providers to house its inmates since incorporation, including King County, the City of Issaquah, the City of Renton, and Yakima County.

More recently, the City had an interlocal agreement with the Snohomish County Sheriff's Office for use of the Snohomish County Jail in downtown Everett as its primary jail facility from 2011 through 2014. The Snohomish County Sheriff's Office terminated the contract with the City in 2014 which led staff to seek out another jail housing alternate. As a result of that search, the City still contracts with King County but also has a contract with the South Correctional Entity (SCORE) jail.

Contracted use of these facilities entails the booking and housing of Shoreline defendants. Jail activity typically includes housing defendants upon booking (usually for one night) prior to the defendant's first appearance probable cause and release hearing. The City incurs costs for additional housing days for defendants held before trial because they cannot make bail (and therefore remain in custody during their case proceeding) as well as those sentenced to incarceration. The cost also reflects the provision of health services for defendants while incarcerated. This includes normal infirmary visits and mental health-related/psychiatric housing options.

Given the cost differential in the daily rate among regional jail facilities, SCORE is the City's primary jail facility housing 95% of inmates being held pre-disposition that are not eligible for work release. The City's contract with King County is utilized as needed. As an example, King County Jail is utilized when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges.

The City's 2016 criminal justice budget of \$3.2 million represents 7.6% of the City's General Fund appropriations. Of that amount 70%, or \$2.2 million, is allocated toward jail services. In response to the increased level of jail activity the City has experienced over the last few years, the jail services portion of the 2016 criminal justice budget has been increased 37.5% as compared to the 2015 adopted budget of \$1.6 million. The shift to SCORE in 2014 as the City's primary jail facility curbed some of the potential increase in costs that could have resulted had the City not executed a jail housing alternative to King County. In order to further curb some of the potential increase in costs resulting from a higher level of activity, staff recently began working with Yakima County Jail staff to understand and negotiate a contract for jail housing services for some of the City's sentenced jail population.

As noted above, SCORE's daily rate is substantially lower than King County's, and Yakima's daily rate is substantially lower than SCORE's. In 2016, the daily rates will increase from the 2015 rates, as follows:

- King County: \$151.99 from \$146.65
- SCORE: \$105 from \$97
- Yakima County Jail: \$54.75 – nearly half SCORE's daily rate.

The City maximizes its jail services with SCORE and fills more than the 35 jail beds guaranteed under the current contract. Staff believes there is a potential for significant financial savings by housing inmates sentenced to incarceration at Yakima County Jail instead of SCORE or King County.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact of tonight's discussion. Council is scheduled to consider authorization for the City Manager to execute a contract with Yakima County Jail and amend the City's current contract with SCORE on December 14, 2015. The 10 Year Financial Sustainability Model presented to the City Council as part of the 2016 Budget process reflected the ability to reduce annual jail costs by \$200,000 by 2017 as a result of implementing such a cost savings measure. It is important to note that exact savings cannot be calculated as costs may be affected by a number of factors. For example, arrest rates may affect the number of cases filed by the City's prosecutor and ultimately the frequency and number of jail sentences per year.

RECOMMENDATION

No formal action is required at this time. Staff recommends that Council discuss potentially executing a jail services contract with Yakima County with the intent of sending a portion of the City's sentenced inmates to the Yakima County Jail and an amendment to the City's contract with SCORE to lower the number of guaranteed beds per day from the existing amount of 35 to 20. The contract amendment with SCORE also includes a provision for medical transport for inmates that must attend various medical appointments.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

Service Requirements

The City's highest level of crime it is responsible for prosecuting are gross misdemeanors, followed by misdemeanors. Unless otherwise noted in state statutes, gross misdemeanors carry: (i) a sentence of imprisonment in the county jail for a maximum term fixed by the court of up to 364 days; (ii) a fine in an amount fixed by the court with a maximum of \$5,000; or, (iii) some combination thereof (RCW 9.92.020). Misdemeanors, on the other hand, carry: (i) a maximum jail sentence of no more than 90 days; (ii) a maximum fine of no more than \$1,000; or, (iii) some combination thereof (RCW 9.92.021).

Jail sentences may be handed down for a wide variety of crimes. And, in some cases, a jail sentence may be given if an offender has violated the terms of an initial non-jail sentence. Jail sentences are statutorily required upon conviction for some crimes. For instance, jail sentences are required for those convicted of Driving While License Suspended in the first degree and Driving Under the Influence (commonly referred to as DWLS 1 and DUI, respectively).

The City of Shoreline is required by law to arrange for the booking and housing of its misdemeanant population. This requirement only relates to adults who commit offenses as offenses committed by juvenile defendants (less than 18 years of age) and all felony offenses are the responsibility of King County. As the City of Shoreline does not own its own jail facility the City has contracted with multiple jail providers to house its inmates since incorporation.

Alternatives to Incarceration

On March 30, 2015, Council discussed various 'judiciary tools' (i.e. King County Regional Mental Health Court and King County Regional Veterans Court) and alternates to incarceration. However, given the organizational limitations inherent in the justice system (i.e. separation of powers), the City has a limited role in impacting sentences or jail days. For example, sentences are ultimately decided by a judge whose decision may take into account the facts of the case, the defendant's prior criminal record and the prosecution's recommendations. Regardless, the City has and will continue to support the variety of alternatives to jail in the judicial process for misdemeanant crimes when possible and appropriate. The staff report for the March 30 discussion item on alternatives to jail sentencing can be found here:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2015/staffreport033015-8b.pdf>.

History of Provision of Service

In 2002, the City executed its first contract with Yakima County for jail services as the City was part of a King County cities coalition that jointly contracted with Issaquah Municipal Jail (as the drop off point) and Yakima to house prisoners while looking at other long term jail options. The City utilized Issaquah as the primary booking facility and guaranteed 18 beds at Yakima County for longer term misdemeanants (both pre-

and post-trial). The City also continued a no minimum bed contract with the King County Jail as the backup booking facility to book defendants picked up on warrants from other jurisdictions and to book some prisoners that couldn't be booked at the Issaquah Jail (e.g., prisoners with significant medical issues). At that time, coordinating inmate drop-off by City police and staff and pick-up by Yakima County Jail staff was administratively very challenging. For the purposes of this discussion, it is important to note this issue has been addressed as Yakima County now offers daily transport to and from the SCORE Jail, the City's current primary booking and misdemeanor housing facility.

In recent history, the City had an interlocal agreement with the Snohomish County Sheriff's Office for use of the Snohomish County Jail in downtown Everett as its primary jail facility from 2011 through 2014. In late 2013 the City received notice that the Snohomish County Jail was not able to accommodate City inmates and that the contract would be terminated as of May 5, 2014. Since receiving notice, the City began the transition out of the Snohomish County Jail and began to book solely at the King County Jail as of May 2014. Staff recognized costs at King County Jail are prohibitively high and continued usage of this facility as the City's primary booking and holding facility would not be financially sustainable. This led staff to seek out another jail housing alternate. As a result of that search, the City still contracts with King County but also has a contract with the SCORE jail.

Jail Activity Statistics

Statistics on jail days associated with the City are somewhat difficult to determine as a number of factors affect how jail days may be credited at SCORE and the King County Jail. For example, defendants may be booked on multiple charges (sometimes resulting from other jurisdictions which makes accounting for Shoreline jail days difficult), sentences may be suspended, a judge may deem jail days served during pre-disposition as sufficient punishment for an offense, an inmate may be released from jail only to return later – sometimes months later – to serve a jail sentence, or alternatives to jail sentences may be imposed (such as electronic home monitoring). Approximately 95% of inmates booked or jailed on City charges are housed at SCORE as opposed to King County Jail.

From November 1, 2014 to November 1, 2015, a total of 837 inmate bookings were billed to the City. Of those, 186 inmates (22% of all bookings) received a jail sentence. As noted below, 75% of inmates at SCORE for a jail sentence serve for less than 30 days.

Jail Sentence Length	Bookings	% of Sentenced	% of Total Bookings
< 10 Days	83	45%	10%
10-19 Days	33	18%	4%
20-29 Days	22	12%	3%
30-60 Days	31	17%	4%
60+ Days	18	10%	2%

Jail Services Costs

Regarding jail services costs, the Adopted 2014 Budget included \$1.32 million for jail costs. The 2014 actual costs for jail services were \$2.30 million. Costs for the period of January through August 2014 increased significantly over the same period in 2013 as the City transitioned from the Snohomish County Jail to King County Jail. Costs for the period of September through the end of the year were also higher as the daily rate for the City's current primary booking and jail facility, SCORE, was higher than that for Snohomish County.

For 2015, costs are projected to be 28.1% higher than was budgeted (\$1.6 million) as a result of an increased level of jail activity but 10.7% less than that incurred in 2014 due to the City's transition to the SCORE jail in September 2014. The shift to SCORE in 2014 curbed some of the potential increase in costs that could have resulted had staff not sought a jail housing alternative to King County. The table below highlights jails costs in 2014 and 2015:

Year	Budgeted Jail Costs	Actual/Projected Jail Costs	Percentage Differential
2014	\$1,071,648	\$2,295,927	114.2%
2015	\$1,600,000	\$2,050,000	28.1%

The City maximizes its jail services with SCORE and fills more than the 35 beds guaranteed under the current contract by housing 95% of inmates that are not eligible for work release. The 2016 budget allocates \$2.2 million toward jail services. Even though the 2016 budget assumes the City will continue to house 95% of inmates that are not eligible for work release at SCORE the budget has been increased 37.5% as compared to the 2015 adopted budget in response to the increased level of jail activity experienced over the last few years.

DISCUSSION

Yakima County Jail Contract

Inmates to be Transported to and Housed at Yakima County Jail:

Over the past few months, staff has been working with Yakima County Jail staff to understand operations, logistics and potential issues with housing some of the City's sentenced inmates. Staff recognizes that housing inmates in pre-disposition status at Yakima County Jail would be burdensome because of potential administrative and logistical difficulties associated with organizing and transporting inmates for court hearings and meetings with legal representation. On the other hand, inmates sentenced to incarceration often do not have the need for transportation for meetings with legal representation or court hearings.

Staff believes there is a potential for significant financial savings by housing inmates sentenced to incarceration at Yakima County Jail instead of SCORE or King County. Several other cities in western Washington are also showing interest and are working with Yakima County Jail to execute contracts in 2016 for similar services. There are a number of other cities in the Puget Sound region that currently contract with Yakima County Jail, including:

- *Black Diamond
- *Bonney Lake
- Carnation
- Edmonds
- Everett
- *Fife
- Lake Forest Park
- *Marysville
- Mount Lake Terrace
- Snohomish
- Battleground

** Cities that also currently contract with SCORE*

As noted above, the City previously experienced an administrative burden of coordinating inmate drop-off by City police and staff and pick-up by Yakima County Jail staff. Adding to the burden, the Issaquah Jail often refused City inmates on the basis that they were not fit for jailing for various reasons. Both of these concerns have been mitigated as Yakima County Jail currently transports inmates to and from SCORE approximately three days per week serving other existing contracts. Yakima County Jail staff expects to offer daily transports in the coming months as a result of executing a number of additional contracts with other jurisdictions that also use SCORE. Lastly, the City no longer uses and is no longer required to coordinate with the Issaquah Jail. Staff has no concerns about transporting inmates to and from SCORE and Yakima County Jail in a timely manner.

Visitation and Access to Counsel:

Some councilmembers have expressed concerns with geographic separation of an inmate from family and friends as this may impact visitation and access to counsel. A possible resolution to this issue is Yakima County's effort to establish video visitation to visitors with an internet-capable device and internet connection (similar to Skype though a different vendor and platform). This effort is currently underway and Yakima County Jail staff expects to have the system ready for use by mid-2016. Additionally, Yakima County Jail has provided Attorney-client visitation via video through the County's secure internet for several years. This has been vetted by the County's local public defender's office and is in place in the Tacoma Public defender's office and several other attorneys' offices both in the Tri-Cities and Ellensburg.

It is also important to note that inmates booked on Shoreline charges are not necessarily Shoreline residents. In fact, of the 726 total bookings at SCORE from January 1, 2015 to October 31, 2015, only 24% (173 inmates) have listed Shoreline as their city of residence. Thus, the impact on the ability of friends and family to visit the inmate may be somewhat diminished by the distance between Shoreline and the jail where the inmate is sentenced. Granted, most inmates booked and jailed on City charges are from the Puget Sound area and Yakima County Jail is further from the area than SCORE.

To further understand potential issues with inmate access to Counsel if transferred to a Jail outside of the Puget Sound region, staff asked the City's primary public defense firm for analysis. The firm had no issues with this plan and stated "..., [If] Shoreline elects to house people at Yakima it is likely that there would be no issues for persons serving a sentence, and 90 plus percent of the time it will have little or no impact on our ability to effectively represent persons in pre-trial status."

Proposed Contract Details:

As mentioned above, the 2016 daily rate at Yakima County Jail, at its most expensive, is \$54.75. Daily rates are structured on tiered scale. The daily rate decreases with the number of inmates jailed at the County's facilities. 2016 daily rates for Yakima County Jail are as follows:

Monthly Average Daily Population (MADP)	Daily Rate Per Inmate
151 - above	\$48.75
126-150	\$49.75
101-125	\$50.75
76-100	\$51.75
51-75	\$52.75
26-50	\$53.75
0-25	\$54.75

Other substantive portions of the proposed contract with Yakima County Jail are outlined below:

- Section 5. The County shall transport Inmates to and from the County's corrections facilities.
- Section 10. Inmate housing based on behavior (i.e. potentially violent, flight risk, etc.) as determined by the County.
- Section 12. The County shall provide in-facility medical care. No Inmate shall be denied necessary health care because of an inability to pay for health services. The County shall notify the City's designee(s) via e-mail or fax if a City Inmate requires medical or dental treatment at an outside medical or health care facility. The City shall pay for all medical, mental health, dental or any other medical services that are required to care for the City's Inmates outside

Yakima County Department of Corrections facilities. Transportation to and from medical appointments is provided by Yakima County Jail.

- Section 16. Confidential telephones or visitation rooms shall be available to inmates to communicate with their attorneys.
- Section 26. The duration of the agreement shall be from January 1, 2016, and shall end on December 31, 2016. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the County and City.

SCORE Contract Amendment

Execution of a contract with Yakima County Jail would necessitate amending the City's current contract with SCORE. Currently, the City's contract with SCORE includes a number of guaranteed beds and a 25% cap above the guarantee that retains the lower guaranteed bed rate. If the City's yearly bed days exceed the 25% cap, the City would then pay the higher unguaranteed rate for all beds above the number of guaranteed beds. The contract includes 35 guaranteed beds and another eight (25% cap) at the guaranteed rate (43 beds total). This means the City pays for 35 jail bed days regardless of whether or not they are used and can use up to 43 beds at the lower bed rate.

If the City uses approximately 25 beds at Yakima County Jail as proposed, the number of guaranteed beds at SCORE could be reduced. Additionally, in negotiating this amendment, staff has been able to secure a 100% cap at the guaranteed rate as opposed the current 25% cap. As a result staff proposes the number of guaranteed beds be reduced to 20 from the current 35 as the City will be able to secure another 20 at the guaranteed rate should they be needed.

The proposed amendment to the SCORE contract also includes provisions for SCORE to facilitate and provide hospital security services and transportation to medical appointments at a rate of \$65 per hour for each hour if SCORE staff is available. Currently, the City's police officers transport and provide security services during an inmate's medical appointments at an average overtime rate of \$73.65. The 2016 rate is estimated to be \$75.12. Further, transport by City police officers means that overtime rates begin when the officer leaves Shoreline for SCORE even though the inmate is not yet in the officer's custody. Also, overtime is still paid to the officer once the inmate is returned to SCORE and returns to Shoreline. SCORE taking over transport and security services for inmates attending medical appointments should be a net positive impact on the City's criminal justice budget.

Snohomish County Jail

Snohomish County Jail (SCJ) has recently begun working with contract agencies to offer jail housing services again, though for a number of reasons, staff does not recommend the City pursue a contract with SCJ at this time.

First, SCJ's video court is at full capacity serving other Snohomish County cities and thus cannot offer that service to contract cities. As such, booking and jailing inmates into Snohomish County pre-disposition is not feasible. Alternatively, housing sentenced inmates could be a possibility. However, SCJ's 2016 daily rate of \$88.50 is only \$16.50 less than SCORE's 2016 daily rate of \$105 and still much higher than Yakima County Jail's daily rate of \$54.75.

Additionally, in 2013, a U.S. Department of Justice review found the SCJ was understaffed, overcrowded and lacking proper guidelines for inmates with serious medical needs. There were eight deaths at the Snohomish County Jail from 2010 through 2013, some leading to legal claims accusing officials of denying inmates proper medical care. While changes have been implemented since the review, some stakeholders in the area still have questions and concerns about the Jail and its practices. Further, given the way that the City received abrupt notice in late 2013 that the Snohomish County Jail was no longer able to accommodate City inmates and that the City's then contract with SCJ would be terminated, staff is hesitant to recommend SCJ as an option for jailing.

FINANCIAL IMPACT

There is no financial impact of tonight's discussion. Council is scheduled to consider authorization for the City Manager to execute a contract with Yakima County Jail and amend the City's current contract with SCORE on December 14, 2015. The 10 Year Financial Sustainability Model presented to the City Council as part of the 2016 Budget process reflected the ability to reduce annual jail costs by \$200,000 by 2017 as a result of implementing such a cost savings measure. It is important to note that exact savings cannot be calculated as costs may be affected by a number of factors. For example, arrest rates may affect the number of cases filed by the City's prosecutor and ultimately the frequency and number of jail sentences per year.

RECOMMENDATION

No formal action is required at this time. Staff recommends that Council discuss potentially executing a jail services contract with Yakima County with the intent of sending a portion of the City's sentenced inmates to the Yakima County Jail and an amendment to the City's contract with SCORE to lower the number of guaranteed beds per day from the existing amount of 35 to 20. The contract amendment with SCORE also includes a provision for medical transport for inmates that must attend various medical appointments.

ATTACHMENTS

Attachment A: Draft Yakima County Jail Contract
Attachment B: Draft SCORE Jail Contract Amendment

AGREEMENT FOR INMATE HOUSING 2016

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and **the City of Shoreline** (hereinafter the "City").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for inmate housing, and

WHEREAS, the City desires to transfer custody of certain of its inmates to the County to be housed in the County's corrections facilities during those inmates' confinement, and to compensate the County for housing such inmates, and

WHEREAS, the County desires to house inmates who would be otherwise in the City's custody on the terms agreed herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. Purpose. The purpose and intent of this Agreement is to establish the terms under which the County will house City inmates during the calendar year 2016.

2. Definitions.

Business day means Monday through Friday excluding Yakima County standard holidays.

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

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

City Inmate means a person subject to City custody who is transferred to County custody under this Agreement

3. General Provisions. The County shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates in the same manner as it provides housing, care and custody to its own inmates.

The County shall manage, maintain, and operate its corrections facilities in compliance with all applicable federal, state, and local laws and regulations.

4. Right to Refuse or Return Inmate. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City, if the Inmate has a current illness or injury that is listed in **Attachment A - Medical Acceptability**. The County shall provide notice to the City at least one business day prior to transport.

5. Inmate Transport. County Transported: The County shall transport Inmates to and from the County's corrections facilities except when weather or other conditions beyond the County's control prevent transport.

The County will pick up and drop off Inmates at a mutually agreed upon destination. In the event the City wishes the County to pick up and/or drop off a City Inmate at another detention

or correction facility, the City shall notify the County of the location of the Inmate for pick up and/or drop off.

The City shall provide a written inmate transport list to the County the business day prior to transport. At the time of scheduling transport if possible, but no later than transport pickup, the City shall provide to the County the warrant or court order detaining or committing the Inmate, as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to the County prior to transferring custody of the Inmate to the County. The County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

City Transported: The City will provide the County a written transport list to the County the business day prior to delivery. At the time of delivery, the City shall provide the County the warrant or court order detaining or committing the inmate as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to the County prior to transferring custody of the Inmate to the County. The County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

6. Inmate Records. The City shall provide all medical records in its possession to the County's transport officers prior to the Inmate's departure from the City's detention or designated detention facility. In the event the Inmate is transported by the City, the City shall provide all medical records in its possession to the County's booking officer. In the event additional information is requested by the County regarding a particular Inmate, the County and City will mutually cooperate to provide the additional information needed.

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

8. Booking. Inmates shall be booked pursuant to the County's booking policies and procedures. Inmates transported by the City that are not acceptable at booking, will be the responsibility of the City to transport back to City.

Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the 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.

The County and City will attempt to develop a process at City detention facilities for pre-booking Inmates who are being transferred to the custody of the County.

9. Classification. Inmates shall be classified pursuant to the County's classification policies and procedures, and within the sole discretion and judgment of the County. The City shall provide information identified in **Attachment C – Classification**, of this Agreement.

10. Housing. Inmates shall be assigned to housing pursuant to the County's policies and procedures, and within the sole discretion and judgment of the County. Provided however, that generally, if a City Inmate's classification qualifies him/her to be housed in the Yakima County Corrections Center, and there is a bed available at the Yakima County Corrections Center, the Inmate shall be housed in the Yakima County Corrections Center. Exceptions to this general provision include circumstances such as: 1) No women are housed at the Yakima County Corrections Center; 2) Inmates assigned to certain work crews must be housed in the Main Jail or Annex; 3) Certain programs are available only to Inmates housed in the Main Jail or Annex; 4) Inmates who will be housed for less than one week will usually be housed in the Main Jail or Annex.

11. Inmate Work Programs. The County may assign Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties.

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

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

The County shall notify the City's designee(s) via e-mail or fax if a City Inmate requires medical or dental treatment at an outside medical or health care facility. The City shall be responsible to promptly notify the County of any changes in its designee(s).

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for the City's Inmates outside YCDOC facilities. Except, the County shall bear the expense of any such medical care necessitated by improper conduct of the County, or of its officers or agents.

The County shall notify the City as soon as reasonably possible before the Inmate receives medical and/or dental treatment outside of YCDOC facilities. The City acknowledges that such notice may not be reasonably possible prior to emergency care. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on the County.

Outside medical expenses for Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

13. Inmate Discipline. The County shall discipline Inmates according to the same policies and procedures under which other County inmates are disciplined. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable County inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from County Facilities. Except for work programs or health care, and during emergencies, Inmates shall not be removed from County facilities without written authorization from the City or by the order of any court having jurisdiction. Other jurisdictions

may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the Inmate's emergency removal, the County shall notify the City by email or fax as soon as reasonably possible. No early release or alternative to incarceration, including furloughs, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. The County shall provide scheduled visitation for attorneys, spouses, family and friends of Inmates. Such visitation may be accomplished as provided in Section 24 of this Agreement.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to inmates to communicate with their attorneys.

17. Inmate Accounts. The County shall establish and maintain an account for each Inmate. The County shall ensure family members and others have a reasonable process to add funds to a City Inmate's account,

Upon returning custody of a City Inmate to the City, the County shall transfer the balance of that Inmate's account that is not subject to charges, to the Inmate or to the City in the form of a check or a debit card in the name of the Inmate.

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

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Detainers**.

19. Releases. The City shall be responsible for computing and tracking all sentence time calculations, good time, court dates and release dates. Inmates will be released in accordance with **Attachment F – Inmate Release**.

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

20. Escape. If a City Inmate escapes County custody, the County shall notify the City as soon as reasonably possible. The County shall use all reasonable efforts to pursue and regain custody of escaped City Inmates, and shall assume all costs connected with the recapture of the City Inmate.

21. Death. If a City Inmate dies in County custody, the County shall notify the City as soon as reasonably possible. The Yakima County Coroner shall assume custody of the City Inmate's body. Unless another agency becomes responsible for investigation, YCDOC shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, YCDOC shall liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

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

request. Except, the County shall bear such expenses necessitated by improper conduct of County, or its officers or agents.

22. Reporting Requirements. Ordinarily on business days, the County will deliver the following reports to the JAG, which will disseminate them to the City:

Here Now Report - a report detailing City inmates in YCDOC custody.

Housing Report – a report detailing which city inmates are housed at the Yakima County Corrections Center.

Custody Report – a report of total inmate populations confined at all YCDOC facilities. It includes current and historical safety and population data.

Special Housing Report – Identifies city inmates who are in special housing assignments.

23. City’s Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect County correction facilities where City Inmates are housed at reasonable times. During such inspections, the City may interview its Inmates and review its Inmates’ records. The City shall have no right to interview inmates housed for other jurisdictions or to review their medical records, unless it is properly authorized to do so by the inmate or the other jurisdiction.

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

By separate mutual agreement, the County and City may provide video conference capabilities for personal visiting, professional visiting, pre-trial conferences, arraignments and other court and conferencing needs.

Bed Rate. In consideration of Yakima County’s commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale:

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$48.75
126-150	\$49.75
101-125	\$50.75
76-100	\$51.75
51-75	\$52.75
26-50	\$53.75
0-25	\$54.75

The Bed Rate includes all in-facility medical, dental (if available), and mental health services. In the event an inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

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

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

The Daily Fee for inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

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

The County shall provide said statement for each month on or about the 10th day of the following month. Payment shall be due to the County within (30) days from the billing date. The County may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received.

The Daily Fee for City Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

26. Duration of Agreement. The duration of this Agreement shall be from January 1, 2016, at 1200 A.M. and shall end at 11:59 P.M., on December 31, 2016 unless otherwise terminated in accordance with Section 31 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the County and City.

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

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

The City shall hold harmless, defend, and indemnify the County, 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, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and the County in connection with or incidental to the performance or non-performance of the City's and or County's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and County shall each be liable for its proportionate share of fault 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.

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

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

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

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

30. Termination.

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

B. Imperiling Conditions: The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at Yakima's facilities present an imminent risk of serious injury or death to the City's Inmates [Imperiling Conditions]; 2) the City has sent County written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) the County has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 30 days after the County receives the City's notice. Termination under this provision shall be effective if and when: 1) after at least 30 days, the County has not cured the Imperiling Condition(s); and 2) the City has removed its Inmates; and 3) the City has given the

County formal written notice of final termination under this provision. After Termination under this provision the City shall have no further financial obligations under this Agreement.

C. **Material Breach:** Either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within ninety (90) days, unless the parties agree in writing to a longer cure period. Termination shall be effective upon and the City shall have no further financial obligations under this Agreement from the date of removal of its Inmates from the Yakima Facility or County's receipt of final notice that City is terminating the Agreement after the expiration of the cure period, whichever occurs last.

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

32. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital 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 (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et seq.). In the event of the violation of this provision, the other party may terminate this Agreement immediately.

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

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

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

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

37. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

38. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after January 1, 2016, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and the County under which the County

Attachment A

houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

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

The County shall not delegate its duties pertaining to housing City Inmates without the written consent of the City, which consent shall not be withheld unreasonably.

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

In the event the County or City defaults on the performance of any terms of this Agreement and files a lawsuit, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses.

This Agreement may be executed in any number of counterparts.

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

TO CITY: Shawn Ledford, Chief of Police
Shoreline Police Department
1206 North 185th Street
Shoreline, WA 98133

TO COUNTY: Ed Campbell, Director
Yakima County Department of Corrections
111 North Front Street
Yakima, WA 98901

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

	<p>CITY OF SHORELINE, WASHINGTON</p> <p>By: _____ Debbie Tarry, City Manager</p> <p>Date: _____</p> <p>Attest: By: _____ Jessica Simulcik-Smith, City Clerk</p>
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	<p>Approved as to form:</p> <p>By: _____ City Attorney</p>
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ATTACHMENT A
MEDICAL ACCEPTABILITY

The County shall determine the medical and mental acceptability of inmates for transport using the following excluding criteria:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Signs of untreated broken bones or dislocated joints.
3. Any injury or illness requiring immediate or emergency medical treatment.
4. Unconsciousness.
5. Inmates unable to stand and walk under their own power.
6. Wheel chair bound individuals.
7. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
8. Signs of alcohol and/or drug withdrawal.
9. Bed bound individuals.
10. Individuals with attached IV or requiring IV medications.
11. Individuals requiring the use of oxygen tanks.
12. AMA (Against Medical Advice) from the hospital.
13. 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.
14. Post-operative persons who have follow up appointments within the next four weeks.
15. Wounds with drainage tubes attached.
16. Persons with permanent catheters.
17. Open and/or oozing bedsores.
18. Individuals requiring nebulizers who cannot obtain one.
19. 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.
20. 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.
21. Female inmates more than 5 months pregnant. Or any female inmate considered a high-risk pregnancy.
22. Persons undergoing chemotherapy and/or radiation treatment.
23. Persons undergoing dialysis.

24. Persons with the following untreated medical conditions:
 - a) Heart disease
 - b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) Asthma
 - f) Psychosis
 - g) HIV Positive or AIDS
25. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
26. Persons taking Methadone, or Suboxone, a substitute for Methadone.
27. Persons with suicidal ideations or gestures within the past 72 hours.
28. Person, if prescribed, have not taken psychotropic medications for at least 72 hours.
29. Persons who have attempted suicide within the last 30 days.
30. Persons who have attempted suicide by overdose or ligature strangulation during current incarceration.
31. Persons displaying current psychotic episode.
32. Persons requiring CPAP machines as prescribed must be transported with the machine.

ATTACHMENT B
PROPERTY

County transport personnel will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc) shall be attached to the outside of the property bag.
4. The transporting officer shall account for the property bag and funds being transported. Yakima County Department of Corrections transport personnel will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocketknives).
 - d) Liquids.
 - e) Any items that will not fit into the property bag.
 - f) Material deemed to be contraband.

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

ATTACHMENT C
CLASSIFICATION

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

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

ATTACHMENT D
BORROWING

One contracting city may "borrow" another contracting city's inmate as follows:

1. If a City requests the transport of another contracting City's Inmate from the County the requesting City must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies the County in writing (e-mail) of its approval, the County shall provide the requested transport. The County will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the inmate.
2. Once custody of the City Inmate has been transferred to another agency, it is the responsibility of the requesting City to determine whether the City Inmate shall be returned to the custody of the County, and if so, the requesting City shall make all necessary and proper arrangements with the County and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this agreement.
3. The County will not track the City Inmate once he or she has left the County's facility.
4. If the Inmate is returned to the custody of the County, the requesting City shall provide the County with sentencing/charge information. The City shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid Yakima County in determining split billing and release dates.
5. If the agency requesting to borrow a City Inmate is not in the "Contracting Agency," the requesting agency will be responsible to make all transport arrangements including all legal paperwork for the transport with the City of jurisdiction.
6. The County will transport the City Inmate only to a King County city that also contracts with the County for Inmate housing.
7. Inmates transported by the City, cannot be borrowed out of YCDOC.

ATTACHMENT E

This attachment only applies to Inmates transported by the YCDOC.

WARRANTS/OTHER COURT ORDERS/DETAINERS

1. The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers. When receiving a City Inmate, the Transport Officers shall review all paperwork provided by the City for all grounds to hold the Inmate and ensure that this information is entered into the County's JMS and is routed to the Out of County Transport Section Office Specialist.
2. Prior to releasing a City Inmate, the County shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to King County, YCDOC will, upon receiving written permission (e mail) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, Yakima County will not assume responsibility to serve any such warrants.
 - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, YCDOC will release the Inmate at the location determined by written (e mail) agreement of the YCDOC and the City under Section 5 of this Agreement.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, YCDOC will send the Inmate to the custodial agency for that jurisdiction on the Mini-Chain.
 - d) If, upon return from YCDOC to the City, the Inmate is subject to a warrant that provides for statewide extradition, YCDOC will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. City Inmates who have or are subject to Immigration and Custom Enforcement (ICE) detainers shall be returned to the City, unless the County and City agree in writing (email) to some other course of action.

ATTACHMENT F

INMATE RELEASE

County transport personnel will release City Inmates as follows:

1. Inside a staffed correction or detention facility (jail).
2. Inside a staffed police agency (sally port or other secured area).
3. Outside of a Law Enforcement Agency when agency personnel, telephone access, and weather protection (lobby areas) are available to the released Inmate.
4. City Inmates for whom bail is posted, or who otherwise have a right to be released may, by signed written waiver, choose to remain in custody and return to City by the regularly scheduled transport, or to be released to a family member or friend, or to the streets of Yakima.
5. Inmates transported by City must be picked up at least 12-(twelve) hours prior to the inmate's scheduled release date and time. If the inmate is not picked up before the scheduled release time, the Inmate will be automatically scheduled to be transported, at the City's cost to include the addition of transport fees for all days served, on the next available transport to the City.

FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING (hereinafter FIRST Amendment to the Original Agreement”), dated August 28, 2014, 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 SHORELINE**, 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 January 1, 2015 through December 31, 2016 by and between the Parties, as previously amended (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, at a regular meeting held on July 22, 2015, 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) Bed Rate. Effective January 1, 2016, 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. **Guaranteed Bed Rate:**

2016	\$105.00
Number of Guaranteed Beds	20

Non-Guaranteed (or excess use) Rate:

2016	\$157.00
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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.

Should the City exceed their usage of the guaranteed beds by more than 100%, or 40 beds, the rate for those beds in excess of that amount will be charged at the Non-Guaranteed Rate.

The City will have an opportunity to adjust the guaranteed bed quantity prior to July 1, of the proceeding year for the next calendar year.

- 2) Specialty Housing Surcharge. Effective January 1, 2016, Section 28 (Specialty Housing Surcharge) of the Original Agreement is hereby removed in its entirety.

- 3) Health Care. Effective January 1, 2016, Section 12 (Health Care) of the Original Agreement is hereby replaced with the following:

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

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

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

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

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

If a City inmate is admitted to a hospital, the City will be responsible for hospital security unless other arrangements are made with SCORE. SCORE may provide hospital security services and transportation to and from medical appointments at a rate of \$65 per hour for each hour if staff is available.

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

4) Term. Based upon the conditions established in Section 32 of the Original Agreement, the Term is hereby modified to reflect the following:

1. Purpose and Term. The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the City for the period of January 1, 2016 through December 31, 2018.

Section 1.03. Effective Date of Rate Modification. The Parties hereby agree that the rate amendment set forth in Section 1.02(1) of this First Amendment shall be effective beginning January 1, 2016.

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 SHORELINE

SOUTH CORRECTIONAL ENTITY

By _____

By _____
Penny Bartley, Executive Director

ATTEST:

By _____

City Clerk

APPROVED AS TO FORM:

By _____

City Attorney