

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute an Amendment to the Agreement with Yakima County for Jail Services
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Alex Herzog, CMO Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE) Regional Jail, Yakima County Jail and the King County Jail in downtown Seattle. SCORE is the City's primary jailing and booking facility, housing approximately 95% of inmates being held pre-disposition that are not eligible for work release. Inmates being held post-disposition with sentences longer than three days are transferred to Yakima County Jail. Finally, the King County Jail in downtown Seattle is used 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.

In 2015, in order to curb jail costs, primarily due to increased jail usage and daily rates at the SCORE and King County jails, Council approved execution of an agreement with Yakima County for jail housing services. The initial contract term was one year (covering 2016), and a year later, Council authorized an extension for another year to cover 2017.

The proposed amendment for tonight's meeting would authorize an extension to the agreement to cover 2018. The proposed amendment also includes provisions to automatically extend the agreement annually for up to four more years (to potentially cover the City through December 31, 2022) if an increase to the daily bed rate does not exceed five percent from the current year's daily rate. Under this structure, if an upcoming year's proposed daily rate were to increase above five percent from the current contract year's rate, Council approval to amend the agreement accordingly would be sought. The agreement requires that Yakima County notify the City of any rate change by October 1 each year.

Tonight, staff are also bringing forward a proposed extension to the City's agreement with SCORE Jail, covering 2018, for Council consideration.

RESOURCE/FINANCIAL IMPACT:

The entire adopted 2017 criminal justice budget, which also funds court costs and public defense services, is \$3.068 million. 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 the proposed agreement with Yakima County. This has been accomplished with activity and costs on target to meet the 2017 budget of \$2 million. The City's proposed 2018 criminal justice budget of \$3.13 million represents 6.74% of the City's General Fund appropriations. Of that amount 63.8%, or \$2.0 million, is allocated toward jail services.

From January 1, through September 30, 2017, the City has saved \$323,561 by utilizing Yakima County Jail to house sentenced inmates instead of SCORE; an average savings of over \$35,000 per month.

If Council were to approve the extension to the agreement with Yakima County for 2018, considering current trends, staff expect a rate of savings similar to 2017. However, exact savings for 2018 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. And, a judge ultimately determines the type of sentence (i.e. work release, electronic home monitoring, jail, etc.) and length of the sentence.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to extend the agreement with Yakima County to transfer most of the City's sentenced inmates from SCORE to the Yakima County Jail. If approved, the proposed agreement for jail services would cover the City through 2018 and automatically extend the agreement annually for up to four more years (to potentially cover the City through December 31, 2022) if an increase to the daily bed rate does not exceed five percent from the current year's daily rate to continue.

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

BACKGROUND

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 those committed by defendants less than 18 years of age and all felony offenses are the responsibility of King County. As the City of Shoreline does not g its own jail facility, the City has contracted with multiple jail providers to house its inmates since incorporation.

On November 30, 2015, the Council discussed the City's jails services contracts and the possibility of transferring a portion of the City's sentenced inmate population to Yakima County Jail. Materials from the November 30, 2015 discussion can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2015/staffreport113015-8b.pdf>.

On December 14, 2015, Council approved execution of an agreement with Yakima County for jail housing services. This initial contract term was one year, and expired on December 31, 2016. Materials from the December 14, 2015 meeting can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2015/staffreport121415-8b.pdf>.

On November 14, 2016, Council approved an extension to the agreement with Yakima County for jail housing services which will expire on December 31, 2017. Materials from the November 14, 2016 meeting can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport111416-7c.pdf>.

DISCUSSION

Proposed Agreement with Yakima County

The proposed extension to the agreement with Yakima County Jail is attached to this staff report as Attachment A. New key provisions of the proposed amendment include automatically extending the agreement annually to potentially cover the City through December 31, 2022 if an increase to the daily bed rate does not exceed five percent from the current year's daily rate. Under this structure, if an upcoming year's proposed daily rate were to increase above five percent from the current contract year's rate, Council approval to amend the agreement accordingly would be sought.

Daily rates are structured with a tiered scale and the daily rate decreases as the number of inmates jailed increases. The 2018 daily rate at Yakima County Jail, at its most expensive, is \$59.85. This is the rate the City is most likely to pay as the City has averaged a use of 13.1 beds per day from January 1 through September 1, 2017. 2018 daily rates for Yakima County Jail are as follows:

Monthly Average Daily Population	Daily Rate Per Inmate
151 - above	\$53.85
126-150	\$54.85
101-125	\$55.85
76-100	\$56.85
51-75	\$57.85
26-50	\$58.85
0-25	\$59.85

Transportation of inmates and in-house medical costs are included in the daily rate.

Comparing the City's three contracted jail providers, Yakima and SCORE continue to be the City's best options with regard to cost:

Jail Daily Rates	2015	2016	2017	2018
King County Jail	\$146.65	\$151.99	\$186.79	\$189.11
SCORE Jail Guaranteed Bed	\$97	\$105	\$108.78	\$120
SCORE Jail Non-Guaranteed Bed	\$135	\$157	\$162.65	\$175
Yakima County Jail	\$54.75	\$54.75	\$57.20	\$59.85

SCORE Contract

Extension of the agreement with Yakima County Jail would not require amending the City's current contract with SCORE. However, if Council does not authorize the extension to the agreement with Yakima County for jail services for 2018, inmates will be housed at SCORE at a much higher daily rate and the City would have to increase its number of guaranteed beds.

FINANCIAL IMPACT

The entire adopted 2017 criminal justice budget, which also funds Court costs and public defense services is \$3.068 million. 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 the proposed agreement with Yakima County. This has been accomplished with activity and costs on target to meet the 2017 budget of \$2 million. The City's proposed 2018 criminal justice budget of \$3.13 million represents 6.74% of the City's General Fund appropriations. Of that amount 63.8%, or \$2.0 million, is allocated toward jail services.

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RECOMMENDATION

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ATTACHMENTS

Attachment A: Draft Amendment to the Agreement with Yakima County for Jail Services

AGREEMENT FOR INMATE HOUSING 2018

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.

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 means 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 City 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 City 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. **City Inmate Transport.**

A. County Transported: The County shall transport City Inmates to and from the County's corrections facilities except when weather or other conditions beyond the County's control prevent transport. **City Inmate transport dates will be determined by the amount of City Inmates the City has housed with the County.**

The County will pick up and drop off City 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 City 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 City Inmate, as well as any order that specifies the City Inmate's next court date or sentence to confinement.

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

- B. **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 City Inmate as well as any order that specifies the City Inmate's next court date or sentence to confinement.

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

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

7. City Inmate Property. The County shall accept and transport City Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for City Inmate property actually delivered into County possession. The County shall hold and handle each City 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 City Inmate's property not delivered and accepted into County possession. When returning City Inmates to the City, the County shall transport City 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 City Inmate's property not transported with the City Inmate.

8. Booking. City Inmates shall be booked pursuant to the County's booking policies and procedures. City 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 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.

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

9. Classification. City 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. City 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 City 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) City Inmates assigned to certain work crews must be housed in the Main Jail or Annex; 3) Certain programs are available only to City Inmates housed in the Main Jail or Annex; 4) City Inmates who will be housed for less than one week will usually be housed in the Main Jail or Annex.

11. City Inmate Work Programs. The County may assign City 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.

City Inmates shall be responsible for co-payment for health services according to County policy. The City shall not be responsible to the County for City Inmate co-payments. No City 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 City 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 City Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

13. City Inmate Discipline. The County shall discipline City 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, City 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 City 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 City Inmate without written authorization by the committing court.

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

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

17. City Inmate Accounts. The County shall establish and maintain an account for each City 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 City Inmate's account that is not subject to charges, to the City Inmate or to the City in the form of a check or a debit card in the name of the City 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. City 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. City Inmates will be released in accordance with **Attachment F – City 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 City Inmates and review its City 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.

25. Daily Bed Rate.

A. In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County a daily per bed rate (Daily Rate) based on the Monthly Average Daily Population (MADP) sliding scale:

<i>Monthly Average Daily Population (MADP)</i>	<i>2018 Daily Rate Per City Inmate</i>
151 – above	\$53.85
126-150	\$54.85
101-125	\$55.85
76-100	\$56.85

51-75	\$57.85
26-50	\$58.85
0-25	\$59.85

- B. Each calendar year, the County may increase the Daily Rate by no more than five percent (5%) from the current year's Daily Rate. Written notification of any change in the Daily Rate shall be sent to the City as provided in Section 39 no later than October 1 of the current calendar year in order to have the new Daily Rate effective in the following calendar year. Failure of the County to properly notify the City may result in the Daily Rate not becoming effective for the next Agreement term.
- C. The Daily 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.
- D. The County shall not charge a booking fee in connection with housing the City's Inmates.
- E. The City may purchase additional beds, as available, at the then- existing Daily Rate; however, the County shall have the right to refuse to accept custody of or house City Inmates in excess of the City's minimum bed commitment.
- F. The Daily Rate for inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

26. 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.

27. Duration of Agreement.

This Agreement shall automatically renew annually for no more than five (5) years unless there is written notification from one party to the other that it wishes to terminate this Agreement at the end of the current calendar year. Written notification shall be sent as provided in Section 39 to the receiving party no later than October 1 of the current year in order to terminate this Agreement by December 31 of that year.

28. 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.

29. 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.

30. 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.

31. 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 City 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 City 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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

38. 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.

39. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after January 1, 2018, 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 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.

40. 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, Police Chief
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.

**YAKIMA COUNTY DEPARTMENT OF
CORRECTIONS**

By: _____
Ed Campbell, Director

CITY OF SHORELINE, WASHINGTON

By: _____
City Mayor/Manager

Date: _____

Attest:
By: _____

City Clerk

Approved as to form:

By: _____
City Attorney

ATTACHMENT A
MEDICAL ACCEPTABILITY

The County shall determine the medical and mental acceptability of City 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. City 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 City 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 City Inmates more than 5 months pregnant. Or any female City 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 City 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 City 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 City 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 City Inmate, for the City 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 City 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 City 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. City Inmates transported by the City, cannot be borrowed out of YCDOC.

ATTACHMENT E

This attachment only applies to City 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 City 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 City Inmate is subject to any valid warrants or other detainers.
 - a) If the City 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 City 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 City 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 City Inmate to the custodial agency for that jurisdiction on the Mini-Chain.
 - d) If, upon return from YCDOC to the City, the City Inmate is subject to a warrant that provides for statewide extradition, YCDOC will either transport the City 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 City 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

CITY 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 City Inmate.
4. The County does not transport on Mondays.
5. 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.
6. City Inmates transported by City must be picked up at least 12-(twelve) hours prior to the City Inmate's scheduled release date and time. If the City Inmate is not picked up before the scheduled release time, the City 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.