

## FIRST AMENDMENT TO JAIL SERVICES AGREEMENT

1. Date and Parties. This document (the "First Amendment"), for reference purposes only, is dated the 29<sup>th</sup> day of June, 2015, and is entered into between the City of Fife ("Fife") and the City of Milton ("Milton").

2. Intent and Purpose.

2.1 Fife and Milton executed a Jail Services Agreement document dated November 13, 2012 (the "Agreement").

2.2 The parties desire to amend the agreement as set forth below.

3. Amendments.

3.1 Section 6 of the Agreement is hereby amended to read as follows:

6. Term. The term shall commence on January 1, 2013 and continue until December 31, 2015. Provided, however, either party may terminate this agreement at any time without penalty, by giving the other party written notice of termination at least 30 days prior to the proposed termination date. Early termination shall not affect either party's obligations regarding payment for services, accounting, provision of services, defense and indemnity, or obligations incurred prior to the termination date.

3.2 Section 8 of the Agreement is hereby amended to read as follows:

8. Bed Space Availability. Fife provides Jail space on a space-available basis. This agreement does not provide for guaranteed bed space. Fife shall have sole and unfettered discretion in determining whether or not space is available. No prisoner may be housed in the Fife jail for a longer period of time than is authorized by state law. Fife reserves the right to refuse to accept a prisoner, or to continue to house a prisoner if the prisoner, in the opinion of Fife personnel, has an illness or injury which may adversely affect Jail operations, presents a substantial risk of escape, or is a threat to the safety or general welfare of Fife personnel or other prisoners. If Fife requests that a prisoner be removed then Milton shall remove the prisoner within one hour after being notified that the prisoner must be removed.

3.3 Section 10A of the Agreement is hereby amended to read as follows:

10A. Milton shall pay to Fife, within 30 days of being invoiced by Fife, the cost for housing and providing health care to a Milton prisoner. The cost for housing a Milton prisoner shall be \$65.00 per day, or any portion thereof ("Drop-In Rate"). A day shall be a calendar day.

4. Revocation of Notice of Termination. Milton hereby revokes its notice of termination dated March 23, 2015.

5. Confirmation of Agreement Terms. The Agreement as amended herein shall remain in full force and effect.

6. Effective Date. The effective date for this First Amendment shall be June \_\_\_\_, 2015.

**CITY OF MILTON**

By: \_\_\_\_\_

Debra Perry, Mayor

**CITY OF FIFE**

By: \_\_\_\_\_

Subir Mukerjee, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED AS TO FORM:

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Gregory F. Amann  
Assistant City Attorney