

AMENDMENT TO INTERLOCAL AGREEMENT FOR USE OF JAIL FACILITIES
CITY OF OLYMPIA
AMENDMENT NO. 1

This INTERLOCAL AGREEMENT AMENDMENT is made and entered into between **LEWIS COUNTY**, a municipal corporation, with its offices at 28 SW CHEHALIS AVENUE, CHEHALIS WA 98532-1900, hereinafter "**COUNTY**", AND CITY of OLYMPIA, located at 900 Plum St SE, Olympia, WA 98501, hereinafter "**CONTRACT AGENCY**".

In consideration of the mutual benefits and covenants contained herein, the parties agree that the Interlocal Agreement executed on January 1, 2022, shall be amended as follows:

1. Subsection 4(a), Daily Rate, shall be amended to read:

(a) Daily Rate. In return for the County's housing of an inmate of the Contract Agency, the Contract Agency shall pay the County ~~seventy-seven dollars and twenty-five~~ eighty-one dollars and eleven cents (\$81.11) for every calendar day said inmate is in the custody of the County. Any portion of the day over four hours will be billed as one calendar day. Such time period shall be measured from the time said inmate is transferred to the custody of the County and ends when the Contract Agency resumes custody.

In addition to the above referenced rate, by mutual agreement outlined in section (e) below, the Contract Agency agrees to pay the County a daily rate of ~~ninety-four dollars and fifteen~~ ninety-eight dollars and eighty-six cents (\$98.86) for inmates defined by both parties as "high needs".

The County may house additional Olympia inmates on any given day so long as there are adequate beds available in the County jail. Any portion of the day over four hours will be billed as one calendar day. Such time period shall be measured from the time said inmate is transferred to the custody of the County and ends when the Contract Agency resumes custody.

2. Section 21 DURATION shall be amended to read:

This Agreement shall be ~~effective on January 1, 2022, and shall continue~~ continuous through December 31, ~~2022~~2023, unless terminated earlier under the terms set forth in Section 19 above. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing.

Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house inmates with the County.

3. Except as expressly provided in this Amendment to the Interlocal Agreement, all other terms and conditions of the original Interlocal Agreement remain in full force and effect.

CONTRACT AGENCY:

City of Olympia
By: Steven J. Burney, City Manager
(Authorized Representative)

COUNTY:

Lewis County Washington
By: Robert R. Snaza, Sheriff
(Authorized Representative)

Signature: _____

Date: _____

Signature: _____

Date: _____

Approved as to Form:



Deputy City Attorney