

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 principal offices at 345 W. Main Street, Chehalis, WA 98532-1900, hereinafter "**COUNTY**," and OLYMPIA CITY JAIL, located at 900 Plum St. SE, Olympia, WA 98502, hereinafter **CONTRACT AGENCY**."

In consideration of the mutual benefits and covenants contained herein, the parties agree that the Interlocal Agreement executed on December 16, 2019, shall be amended as follows:

1. Section 4 **COMPENSATION (A)** shall be amended to read:

In return for the County's housing of an inmate of the Contract Agency, the Contract Agency shall pay the County ~~sixty-eight and fifty-four cents (\$68.54)~~ seventy-five dollars (\$75.00) 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. The County will only house up to 16 inmates at a time for the Contract Agency unless otherwise agreed.

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-one dollars and forty-one cents (\$91.41) 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 custody of the County and ends when the Contract Agency resumes custody.

2. Section 22 **DURATION** shall be amended to read as follows:

The term of this Amendment to the Interlocal Agreement shall begin on January 1, ~~2020~~ 2021, and shall terminate on December 31, ~~2020~~ 2021, 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.

4. This amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

City of Olympia, Washington:

Lewis County Washington  
Board of County Commissioners:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Steven J. Burney, City Manager

\_\_\_\_\_  
Gary Stamper, Chair

Approved as to Form:

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

\_\_\_\_\_  
Edna J. Fund, Vice Chair

\_\_\_\_\_  
Robert C. Jackson, Commissioner

Constituting the Board of County  
Commissioners of Lewis County,  
Washington

Attest:

\_\_\_\_\_  
Rieva Lester, Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney