

**AMENDMENT TO THE INTERLOCAL CORRECTION/DETENTION
AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE CITY OF
WAPATO**

THIS AMENDMENT is made and entered into this 8th day of July, 2013, by and between the City of Lakewood (Lakewood) and the City of Wapato (Wapato). The parties do hereby agree to the following amendments to the original agreement executed June 22, 2008:

1. Section 2 shall be amended to read as follows:

2. Incarceration. Provided that there is available jail/detention facility space, Wapato shall accept and incarcerate the Lakewood prisoners that are eighteen (18) years and older, and who were arrested and/or detained by Lakewood police officers for a violation of Lakewood Municipal Code and adopted portions of the Revised Code of Washington. Wapato shall feed and otherwise generally care for such prisoners in the same manner as its own prisoners and in the same manner consistent with rules governing its jail. All prisoners incarcerated for Lakewood by Wapato shall be subject to all rules and regulations of Wapato governing its jail facility, including Wapato's visitation rules and regulations. Wapato retains the right to refuse to incarcerate and/or provide any other services to Lakewood prisoners, who, as determined by Wapato, constitute a security risk or who are arrested, held or detained by Lakewood for any violent crime. Female prisoners of Lakewood will be accepted for incarceration by Wapato.

Wapato has a volunteer program for inmates who qualify under Wapato's program. The volunteer program allows qualified inmates who complete the required paperwork to volunteer their time outside of the jail to non-profit or municipal corporations on a limited basis. All inmates are eligible for the program, and Lakewood agrees that its inmates are eligible, unless Lakewood notifies Wapato, in writing, that Lakewood does not wish to allow its inmates to participate in the program.

2. Section 3 shall be amended to read as follows:

3. Compensation. Lakewood agrees to pay Wapato seventeen thousand five hundred and fifty dollars (\$17,550.00) each month for the rental of 13 beds in the Wapato City Jail at a rate of forty-five dollars (\$45.00) per day. Any beds occupied by a Lakewood prisoner after the thirteen beds are occupied will also be rented at a rate of forty-five dollars (\$45.00) per day for each Lakewood prisoner incarcerated in Wapato jail facilities pursuant to the terms of this Agreement. The forty-five dollar per day rate shall be a set rate for the next three years. Wapato will provide written notice of any adjustment to the rate thereafter. Any part of the day, beyond six (6) hours, shall be considered a full day. Payment shall be made on the first of every month for the rental of 13 beds that month. Payment for any additional beds during each month shall be paid with the following month's payment. Payment shall be made for the first day of incarceration, but not for the last day of incarceration. If for any reason Wapato is unable to meet its thirteen bed prisoner housing obligation, Wapato agrees to give Lakewood a credit in the amount of forty-five dollars (\$45.00) per person per day for each day that the thirteen beds were not

available to Lakewood. The credit shall be reflected on the next month's bill to Lakewood. The charges in this section shall apply without regard to whether the prisoner has been charged, tried, or sentenced and shall continue until Lakewood notifies Wapato that the prisoner is to be released or until the sentence has been served by the prisoner.

3. Section 6 shall be amended to read as follows:

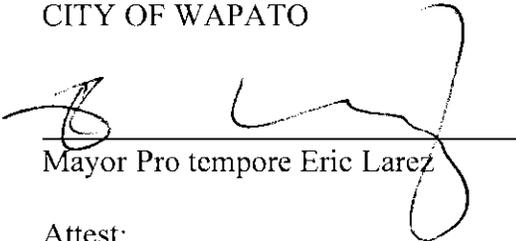
6. Prisoner Delivery and Notification. Wapato shall be responsible for pickup of Lakewood prisoners sentenced to over 30 days and for transporting those prisoners to Wapato jail facilities. Wapato will transport inmates back to Lakewood on the transport van on days when transport is normally occurring between the two cities at no additional cost to Lakewood. If Lakewood needs to have a prisoner returned at a time when normal transport is not available, Wapato will return the prisoner via Greyhound Bus and Lakewood will reimburse Wapato for the cost of the ticket purchased for the prisoner's return. In the event an inmate arrives in Wapato appearing to be sick or injured, Lakewood shall reimburse Wapato for the proper medical attention necessary before the inmate is allowed to be housed in the jail. Wapato shall provide Lakewood with a monthly list of Lakewood prisoners housed during the billing month.

4. Remaining Items Unchanged.

All other provisions of the Agreement for Corrections/Detention Services between Lakewood and Wapato shall remain unchanged, and in full force and effect.

DATED this 8th day of July, 2013.

CITY OF WAPATO



Mayor Pro tempore Eric Larez

Attest:



Gloria Acosta, Deputy City Clerk/Treasurer

Approved as to form:



Sara Watkins, City Attorney

CITY OF LAKEWOOD



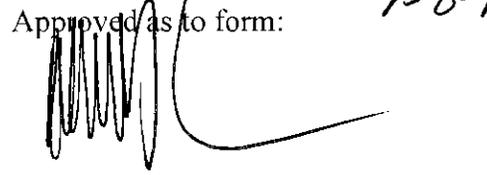
Interim City Manager Heidi Wachter

Attest:



Alice M. Bush, MMC City Clerk

Approved as to form:



Matthew Kaser, Acting City Atty.

7-8-13