

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

3 THIS AMENDMENT is made and entered into this 6<sup>th</sup> July day of July, 2010 by and between  
4 the City of Lakewood (Lakewood) and City of Wapato (Wapato). The parties do hereby agree to the  
5 following amendment to the original agreement executed June 22, 2008.

6 ITEM ONE. That section three (3) shall be amended to read as follows: Compensation.  
7 Lakewood agrees to pay Wapato \$25,500.00 each month for the rental of 17 beds in the Wapato City  
8 Jail at a rate of \$50.00 per day. Any beds occupied by a Lakewood prisoner after the seventeen beds  
9 are occupied, will also cost fifty dollars (\$50.00) per day for each Lakewood prisoner incarcerated in  
10 Wapato jail facilities pursuant to the terms of this Agreement. (The fifty dollar per day rate shall be a  
11 set rate for the next three years. Wapato will provide written notice of any adjustment to the rate  
12 thereafter). Any part of the day, beyond six (6) hours, shall be considered a full day. Payment shall  
13 be made on the first of every month for the rental of 17 beds that month. Payment for any additional  
14 beds during each month shall be paid with the following month's payment. Payment shall be made  
15 for the first day of incarceration, but not for the last day of incarceration. If for any reason Wapato is  
16 unable to meet its seventeen bed prisoner housing requirement, Wapato agrees to give the City a  
17 credit in the amount of \$50.00 per person per day for each day that the seventeen beds were not  
18 available to the City. The credit shall be reflected on the next month's bill to the City. The charges  
19 in this section shall apply without regard to whether the prisoner has been charged, tried, or sentenced  
20 and shall continue until Lakewood notifies Wapato that the prisoner is to be released or until the  
21 sentence has been served by the prisoner.

22 ITEM TWO. REMAINING TERMS UNCHANGED: That all other provisions of the  
23 Agreement for Corrections/Detention Services between the Vendor shall remain unchanged, and in  
24 full force and effect.

25 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and  
year first above written.

26 **CITY OF LAKEWOOD**

27 Andrew Neiditz  
28 Andrew Neiditz, City Manager  
29 Date 5/28/10

30 Attest:

31 Alice M. Bush  
32 Alice M. Bush, MMC City Clerk  
33 Date 5-28-10

34 Approved as to Form:

35 Heidi A. Wachter  
Heidi A. Wachter, City Attorney  
Date 5/25/10

36 **CITY OF WAPATO**

37 Jesse Farias  
38 Jesse Farias, Mayor  
39 Date 7/6/10

40 Attest:

41 Sue Pearson  
42 Sue Pearson, City Clerk  
43 Date 7/6/10

44 Approved as to Form:

45 Sara Watkins  
Sara Watkins, City Attorney  
Date 7/6/10