

**AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING**

**(Amending Exhibit A: Fees and Charges and Services)**

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THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this “Amendment”), dated \_\_\_\_\_, 2022, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“SCORE”) and \_\_\_\_\_, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the “Contract Agency” together with SCORE, the “Parties” or individually a “Party”).

**RECITALS**

**WHEREAS**, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated \_\_\_\_\_, as amended and as may be further amended from time to time (the “Original Agreement”) pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the “SCORE Facility”); and

**WHEREAS**, the Parties now desire to amend Exhibit A to the Original Agreement (as amended by this Amendment, the “Agreement”) with regard to fees and charges for such services as provided herein;

**Section 1. Definitions.** Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

**Section 2. Amendment.**

(1) **Amendment to Exhibit A.** Daily Housing Rates, Daily Rate Surcharges, Booking Fee and Transport Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

Daily Housing Rates

General Population – Guaranteed Beds	\$138.43	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$199.00	

Daily Rate Surcharges:

Mental Health – Residential Beds	\$159.00
Medical – Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

<u>Booking Fee</u>	\$50.00
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<u>Transport/Security Fee</u>	\$75.00/hr
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Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges and services will be annually adjusted each January 1<sup>st</sup>.

**Section 3. Effective Date of Amendment.** The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2023 at 12:01 a.m.

**Section 4. Entire Agreement.** Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

**Section 5. Severability.** The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

**Section 6. Headings.** The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

**Section 7. Execution.** This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

ATTEST:  
\_\_\_\_\_

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY  
20817 17th Avenue South  
Des Moines, WA 98198  
Attention:  
Email:  
Telephone:  
Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF  
THIS AGREEMENT:

Name:

Title:

DESIGNED REPRESENTATIVES FOR PURPOSES OF  
THIS AGREEMENT:

Name:

Title: