



This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the City of Sunnyside, hereinafter referred to as the City, for the purpose of amending the above referenced Contract, heretofore entered into between the Department and the City.

WHEREAS the purpose of this contract amendment is to extend the period of performance, amend the base rate, and add language;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and City agree as follows:

The following sections are amended, in part, as follows:

Section 2.1 Term. This Agreement supersedes all previous oral and written contracts and agreements between the parties relating to the confinement, care, and treatment of Department Offenders. This Agreement commences upon final signature, and continues through ~~((May 31, 2013))~~ May 31, 2015, unless terminated by either party pursuant to this Agreement.

Section 3.1 Target Population. Department Offenders transferred to the City will be primarily, but not exclusively, those who are in violation of community supervision requirements, awaiting a hearing on alleged violations, parenting sentencing alternative violators and work release violators.

Section 3.11 Billing. The base rate will be forty five dollars (\$45.00) per day per Department Offender ~~((for the first calendar year of this agreement))~~. The daily rate shall be forty six dollars and thirty five cents (\$46.35) for the term of this amendment. The rate for subsequent years shall be negotiated by the parties annually and shall in no case exceed what is statutorily allowed. The City agrees to bill monthly for the actual bed days used in the preceding month. The City also agrees to submit itemized bills to the Department in electronic spreadsheet format that includes the Offender name, DOC number, Date of Birth, and dates the Offender was held under the Department's authority.

The following is added to Section 5.2:

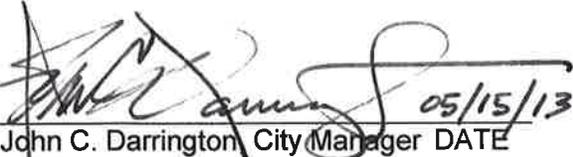
Should the contractor fail to comply with PREA standards, the Department is authorized, following notice and a reasonable opportunity to cure, to terminate this agreement.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this amendment is June 1, 2013.

THIS CONTRACT AMENDMENT, consisting of two (2) pages, is executed by the persons signing below who warrant that they have the authority to execute the contract.

CITY OF SUNNYSIDE

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS



John C. Darrington, City Manager DATE 05/15/13



Bernard Warner, Secretary DATE 5/31/13

ATTEST:



Delilah Saenz, City Clerk DATE 05/16/13

APPROVED AS TO FORM:



City Attorney DATE 5/20/13

Approved as to Form:
This amendment format was approved
by the office of the Attorney General.
Approval on file.

CITY CONTRACT NO: A-201342
RESOLUTION NO: N/A
COUNCIL MTG: NA