AGREEMENT FOR USE OF INMATES FOR VOLUNTEER SERVICES

This Agreement is entered into between the CAMPBELL FARMS, a non-profit entity operating near the City of Wapato as a charitable community service organization, and the CITY OF WAPATO, a municipal corporation.

WHEREAS, CAMPBELL FARMS is a non-profit organization serving the needs of those less fortunate by providing services to those in need in and near the City of Wapato; and

WHEREAS, CAMPBELL FARMS is in need of volunteers to help with various activities to keep operations going, including, but not limited to, odd jobs, painting, grounds keeping, and doing various activities around the farm to help the organization provide services to those in need; and

WHEREAS, CAMPBELL FARMS shall not use the volunteer inmates in any activities which result in CAMPBELL FARMS making money, including, but not limited to, any work in the orchards or farmlands owned and/or operated by CAMPBELL FARMS; and

WHEREAS, the CITY OF WAPATO operates a municipal jail wherein persons are incarcerated for committing misdemeanors and gross misdemeanors; and

WHEREAS, certain inmates of the Wapato Municipal Jail are allowed, upon the discretion of the jail staff, to volunteer their time during the day to community service related activities; and

WHEREAS, inmates will have the opportunity to cultivate produce for use exclusively at the Wapato Municipal Jail, and the opportunity for rehabilitation through work and occasional counseling; and

WHEREAS, CAMPBELL FARMS would like to use Wapato Municipal Jail inmates who agree to volunteer at CAMPBELL FARMS,

Now, therefore, it is hereby agreed as follows:

1. CAMPBELL FARMS may use inmates who fill out and sign the Wapato Inmate Volunteer form from the Wapato Municipal Jail. The inmates may be chosen on the day of volunteering by CAMPBELL FARMS, but must be approved by the Jail Sergeant on duty or his designee. CAMPBELL FARMS may not discriminate based on race, color, creed, religion, gender, or sexual orientation when choosing inmates to volunteer at CAMPBELL FARMS.

2. At all times, from the time of pick-up, through the time of drop-off, CAMPBELL FARMS, is responsible for the control and supervision of the volunteer

inmates. There must be direct supervision of volunteer inmates at all times during the volunteer opportunity.

3. CAMPBELL FARMS is responsible for providing volunteer inmates with reasonable breaks for meals and general break time where appropriate. If the volunteer inmate volunteers for over five hours, or over the general lunch hour of noon to 1:00 p.m., a meal must be provided by CAMPBELL FARMS. In no event shall volunteers be away from the Wapato Municipal Jail for more than eight hours.

4. CAMPBELL FARMS shall provide adequate supervised transportation to and from the Wapato Municipal Jail for the volunteer inmates. CAMPBELL FARMS shall hold an adequate insurance policy on all vehicles used for transportation of volunteer inmates. A copy of that policy shall be provided to the CITY OF WAPATO prior to any inmates volunteering at CAMPBELL FARMS. CAMPBELL FARMS assures the CITY OF WAPATO that it will follow all rules of the road, including the rule that all passengers must be wearing a seat belt.

5. CAMPBELL FARMS agrees to pay the necessary Washington State Department of Labor & Industries coverage for all volunteer inmates at CAMPBELL FARMS. CAMPBELL FARMS shall provide a report quarterly on the number of hours CAMPBELL FARMS has paid towards L&I Insurance. Volunteer inmates will not be provided if quarterly reports are not timely received.

6. CAMPBELL FARMS agrees to protect, defend, indemnify, and hold harmless CITY OF WAPATO, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, claims for wages or benefits, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) resulting from or arising out of, or related in any way to volunteer activities of inmates under this Agreement, and death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of CAMPBELL FARMS, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Agreement, including all claims by volunteer inmates due to activities performed as a result of this Agreement.

7. CAMPBELL FARMS agrees and acknowledges that it is a non-profit organization operating under the laws of the State of Washington and relies upon volunteers to perform certain activities for which there is no budget or money to pay a full or part time employee. Volunteer inmates will not replace paid employees at CAMPBELL FARMS, nor shall they work in the orchards and/or farmlands owned and/or operated by CAMPBELL FARMS, other than the plot of land that has been set aside for use, cultivation, and harvest exclusively for the CITY OF WAPATO jail. Harvest of any crops from the plot of land set aside for the CITY OF WAPATO is for the benefit of the jail and its inmates and is provided at no cost to the CITY OF WAPATO by CAMPBELL FARMS. CAMPBELL FARMS agrees that during days wherein it does not have CITY OF WAPATO inmate volunteers, that it will maintain the plot of land for

the CITY OF WAPATO in the same way it maintains other plots of land for growing foods on the property.

8. CAMPBELL FARMS understands that inmates may choose not to work, even though chosen for volunteer activities for the day. In the event the volunteer inmate determines for any reason that he or she no longer wishes to volunteer for CAMPBELL FARMS, CAMPBELL FARMS shall return the volunteer inmate to the Wapato Municipal Jail immediately.

9. CAMPBELL FARMS shall notify the Jail Sergeant or his designee upon return of the inmates of any issues, problems, or other negative occurrences during the volunteer activity.

10. CAMPBELL FARMS acknowledges that it has no right to utilize volunteer inmates and at any time the CITY OF WAPATO and the Wapato Municipal Jail may deny CAMPBELL FARMS the right to use volunteer inmates for its activities at any time and for any reason.

11. This Agreement may be terminated at any time by either party.

12. In the event there is an emergency concerning one of the volunteer inmates, CAMPBELL FARMS shall contact the CITY OF WAPATO Jail Sergeant or his designee on duty immediately.

13. CAMPBELL FARMS agrees that a volunteer inmate shall not drive any motorized vehicle, including, but not limited to, tractors or forklifts.

14. If there is a dispute over the terms and conditions outlined in this Agreement, the parties shall submit that dispute to an arbitrator. The non-prevailing party shall be responsible for payment of the prevailing party's attorneys' fees and costs, including any fees and costs on appeal. Venue for any action is Yakima County.

15. If any provision in this Agreement is found to violate law, the remainder of the Agreement shall not be affected.

DATED this 24th day of September, 2012.

CITY OF WAPATO

Mayor Jesse Farias
205 E. Third Street
Wapato, WA 98951
Approved by Resolution No.:_____

ATTEST:
D Pearson
Date 8/20/12

CAMPBELL FARMS

Print Name:
Print Address:

COUNCIL AGENDA ITEM

Meeting Date: August 20, 2012
Subject: Agreement for use of inmates
Prepared By: Chief Rosenow
Approved By:

SUMMARY: The City of Wapato reviewed the inmate agreements between the City of Mabton and Campbell Farms. Both agreements are in need of modification in order for the City of Wapato to continue to provide volunteer inmate workers to these entities.

Campbell Farms has agreed to provide a small plot of land for an inmate garden in exchange for the use of volunteer inmate workers.

The City of Mabton has agreed to house, care, and dispose of stray dogs picked up in the City of Wapato.

ALTERNATIVES: Discontinue the inmate worker program agreement with both entities.

FISCAL IMPACTS: The fresh fruit and vegetables provided by Campbell farms provides an offset to the monies spent on inmate meals.

The proposed animal control housing will enable the City of Wapato to explore the possibility of assuming our own animal control officer.

RECOMMENDATION AND MOTION: Recommend review and passage of the modifications.

RESOLUTION NO. 2012-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON APPROVING A 2012 USE OF INMATE CONTRACT WITH CAMPBELL FARMS.

WHEREAS, Campbell Farms has need for usage of the jail trustees, and

WHEREAS, the agreement with the city will be fulfilled in accordance to the signed agreement and original agreements between the City of Wapato and the individual contracting entity,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WAPATO, WASHINGTON, AS FOLLOWS:

1. The City Council authorizes the contract between Campbell Farms and the City of Wapato to be signed by the Mayor.

2. That this resolution shall be in full force and effect upon passage and signature.

ADOPTED BY THE CITY COUNCIL this 20 day of August, 2012.

Mayor Jesse Farias

ATTEST:

Susan Pearson, Clerk-Treasurer

APPROVED AS TO FORM:

Sara Watkins, City Attorney

1st Touch Date: 8/20/12

2nd Touch Date: 8/20/12