INTERLOCAL AGREEMENT BETWEEN THE CITY OF WAPATO, WASHINGTON AND THE CITY OF MILTON, WASHINGTON

FOR THE HOUSING OF INMATES IN THE WAPATO CITY JAIL

THIS INTERLOCAL AGREEMENT is dated effective this 16th day of ~~May~~ June, 2015 by and between the City of Milton, Washington, a Municipal Corporation, and the City of Wapato, Washington, a Municipal Corporation, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the Chief of Police for the City of Wapato (hereinafter "Wapato ") is authorized by law to have charge and custody of the City of Wapato Jail (hereinafter "Wapato Jail"); and

WHEREAS, the Mayor for the City of Milton (hereinafter "Milton") is authorized by law to have charge and custody of Milton prisoners or inmates; and

WHEREAS, Milton wishes to designate the Wapato Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Wapato desires to accept and keep in its custody such inmate(s) in the Wapato Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.08 and other Washington law, as amended, authorizes any city to enter into an interlocal agreement to permit another city to perform any governmental service, activity or undertaking which either city is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into the Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended;

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. JAIL AVAILABILITY

Wapato agrees to house Milton inmates on a "first come, first served" or "space available" basis.

2. COMPENSATION

(a) Rates. The cost of Wapato's care of all Milton inmates herein shall be $55.00 (the "Daily Rate") per day, per bed/inmate, effective beginning June 16, 2015 through December 31, 2015. The Daily Rate may be increased annually by Wapato. Wapato shall

provide written notice to Milton at least thirty (30) days before the effective date of any Daily Rate increase. The parties agree that Wapato will not charge a separate booking fee in addition to such rates. The Daily Rate will be charged for each day, or portion thereof, a Milton inmate spends at the Wapato jail. There will be no pro-rating for partial days.

(b) Billing and payment. Wapato agrees to provide Milton with an itemized bill listing all names of inmates who are housed, the case/citation number, the number of days housed (including the date of booking and date of release), and a total dollar amount due. Wapato agrees to provide said bill by the 10th of each month. Milton agrees to make payment to Wapato within thirty (30) days of receipt of such bill for the amount billed for the previous calendar month.

3. DURATION OF INMATE STAY/TYPES OF INMATES

At the time a person is presented to the Wapato Jail for booking by a Milton officer, the Wapato corrections staff will determine whether the suspect and/or inmate will be accepted for booking. Wapato reserves the right, in its sole discretion, to not accept persons injured, extremely ill, or exhibiting behavior that presents an obvious danger to the staff or other inmates. In the event an inmate is not accepted for booking, Wapato shall provide written notice (email is acceptable) to the Milton Police Department indicating why the booking was declined.

(a) Duration of Inmate Stay. The parties agree that the maximum length of stay per inmate, including pre-and post-trial, may not exceed 365 consecutive calendar days per misdemeanor sentence.

(b) Types of Inmates accepted by Wapato Jail. Milton may not book violent felons into the Wapato Jail. "Violent felon" is defined as any person being held for suspicion, warrant, or arrest for any felony crime against a person. Milton may book nonviolent felons for a one-night stay provided that Milton transports any such nonviolent felons the following day to another jail facility.

(c) Collection of insurance information. Wapato agrees to collect medical insurance information from inmates when they are booked into the Wapato Jail pursuant to RCW 70.48.130.

(d) Transfer of custody. Milton police officers or any law enforcement officer on behalf thereof delivering persons to the jail for confinement shall provide the receiving officer at the jail with an arrest warrant, citation, court order or other documentation satisfactory to the receiving officer which indicates the legal basis for confinement of the person and, in the absence of such documentation, the receiving officer may refuse to accept the person for confinement. The officer delivering the person to the jail shall remain in the immediate presence of such person, shall be responsible for such person and shall be considered to have such person in their sole custody until the jail receiving officer has accepted documentation for such person's confinement and physical custody of that person and has indicated that the delivering officer may leave. At such time, and only at such time, will Wapato have assumed custody of and responsibility for the person to be confined. Upon release from the jail for any reason, Wapato no longer is in custody of Milton inmates.

4. RIGHT OF INSPECTION

Milton shall have the right to inspect, at all reasonable times, all of the Wapato Jail in which Milton's inmates are confined in order to determine if such jail maintains standards of confinement acceptable to Milton and that such inmates therein are treated equally regardless of

race, religion, color, creed or national origin; provided, however, that Wapato shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

5. FURLOUGHS, PASSES, AND WORK RELEASE

Wapato agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court. Provided, Wapato shall be under no obligation to allow furloughs, passes, work crews, electronic home detention or work release.

6. INMATE ACCOUNTS AND VALUABLES

(a) Wapato shall establish and maintain an account for each inmate received from Milton and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At either the termination of this Agreement, the inmate's death, or return to either Milton or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of Milton. Upon release from incarceration, Wapato shall return any remaining money to the prisoner.

(b) Wapato shall receive and store property for Milton inmates. The property shall fit in a property bag such as a paper grocery bag or small clear plastic bag.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Wapato to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Wapato, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement, or which are not otherwise required by law.

8. MEDICAL SERVICES

(a) Inmates from Milton shall receive and Wapato shall arrange for such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Wapato Jail and shall notify Milton prior to any consultation for non-emergency outside services. Except for in-house routine minor medical services that can be treated by Wapato Jail staff, Milton shall pay directly or reimburse Wapato for all costs associated with the delivery of any medical, psychiatric and/or dental services provided to Milton inmates; provided that Milton has the option to remove inmates, if at Milton's discretion, it believes that another jail would be more appropriate for addressing the inmate's medical needs.

(b) Wapato shall keep adequate records of all such services and said records shall be available for Milton's review at its request.

(c) Except in emergencies, Milton will be notified by contacting the Milton Police Department on-duty supervisor or Commander at (253) 922-8735 or (253) 922-6633, prior to the

inmate's transfer to a hospital and nothing herein shall preclude Milton from retaking the ill or injured inmate(s). Any emergency medical, psychiatric, or dental services shall be reported to Milton as soon as time permits.

(d) If inmates held on Milton charges are transported to a local hospital facility, the short term security of said inmates shall be the responsibility of the City of Wapato. Short term security is defined as less than three (3) hours.

9. DISCIPLINE

Wapato shall have physical control over and power to execute disciplinary authority over all Milton inmates. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the Laws of the State of Washington.

Milton inmates shall be subject to all applicable rules, regulations and standards governing the operation and security of the jail.

10. RECORDS AND REPORTS

Wapato shall keep all necessary and pertinent records concerning Milton inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in the Wapato Jail, Milton shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

11. REMOVAL FROM THE JAIL

A Milton inmate legally confined in the Wapato Jail shall not be removed there from by any person without written authorization from Milton or by order of any court having jurisdiction. Wapato agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an imminent danger to the safety of the inmate or to other inmates or Wapato Jail personnel. In the event of any such emergency removal, Wapato shall inform Milton of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

12. ESCAPES

In the event any Milton inmate shall escape from Wapato's custody, Wapato will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Milton. Wapato shall have the primary responsibility for and authority to file escape charges and direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connections therewith shall be chargeable to and borne by Wapato; however, Wapato shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

13. DEATH OF AN INMATE

(a) In the event of the death of a Milton inmate, the Yakima County Coroner shall be notified. Milton shall receive copies of any records made at or in connection with such

notification.

(b) Wapato shall immediately notify Milton of the death of a Milton inmate, furnish information as requested and follow the instructions of Milton with regard to the disposition of the body. The body shall not be released except on written order of the appropriate officials of Milton. Written notice pertaining to the release shall be provided within three weekdays of receipt by Milton of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Milton. With Milton's consent, Wapato may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Milton. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Milton shall receive a certified copy of the death certificate for any of its inmates who have died while in Wapato's custody.

14. REMOVING OF INMATES

Wapato reserves the right to refuse to accept an inmate, not meeting the intake criteria outlined in part 3 above, or refuse to continue to house an inmate if the inmate, in the opinion of Wapato personnel, has an illness or injury which may adversely affect Jail operations, presents a substantial risk of escape, or is a threat to the safety or general welfare of Wapato personnel or other inmates. In the event the confinement of any Milton inmate is terminated for any reason Milton shall, at its expense, retake such inmate from the Wapato Jail within (4) hours after receipt of such request. In the event Wapato requests an inmate be removed, Wapato shall provide written notice (email is acceptable) to the Milton Police Department indicating why Wapato requested removal of the inmate.

15. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington and the ordinances of the City of Wapato, where applicable, shall govern in any matter relating to an inmate(s) confined pursuant to the Agreement.

16. DURATION

This Agreement shall enter into full force and effect from June 16, 2015, and renew automatically on the first day of each year, subject to earlier termination as provided by Section 17 herein. Nothing in the Agreement shall be construed to require Milton to house inmates in the Wapato Jail continuously.

17. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the office of financial management and the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective ninety (90) working days after receipt of such notice. Milton agrees to remove any inmate(s) from the Wapato Jail by the close of said ninety (90) day notice period. Notice shall state the grounds for termination and the specific plan for accommodating the affected inmates.

(b) By Milton due to lack of funding. The obligation of Milton to pay Wapato under the provision of this Agreement beyond the close of the current fiscal year (December 31, 2015) is

expressly made contingent upon the appropriation, budgeting availability of sufficient funds by Milton. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after December 31, 2015, then Milton shall have the option of terminating the Agreement upon written notice to Wapato as provided in subsection 17(a), except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to Milton.

(c) In the event of termination of this Agreement for any reason, Milton shall compensate Wapato for inmates housed by Wapato after notice of such termination until Milton retakes its inmates. Compensation shall be paid in the same manner and at the same rates set forth under Section 2, just as if this agreement had not been terminated.

18. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Wapato:	City of Wapato 205 E 3rd St Wapato, WA 98951-1326
Contact Person:	Richard Needham, Chief of Police
City of Milton:	City of Milton 1000 Laurel St. Milton, WA 98354
Contact Person:	Tony Hernandez, Chief of Police

19. HOLD HARMLESS AND INDEMNIFICATION

(a) Wapato will assume the liability for the custody and care of Milton inmates once they are in the custody of Wapato. Wapato shall defend, indemnify and hold Milton, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with Wapato's performance of this Agreement to the extent that said claims, injuries, damages, losses or suits, including reasonable attorney fees, are caused by or result from the wrongful actions of Wapato.

(b) Wapato will assume no liability for the custody and care of Milton inmates when they are not in the custody of Wapato. Milton shall assume the liability for the custody and care of Milton inmates while in the custody of Milton. Milton shall defend, indemnify and hold Wapato, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with Milton's performance of this Agreement to the extent that said claims, injuries, damages, losses or suits, including reasonable attorney fees, are caused by or result from the wrongful actions of Milton. In addition, Milton shall defend, indemnify and hold Wapato harmless for any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, arising out of or in connection with any and all allegations of false arrest or false imprisonment.

(c) It is further specifically and expressly understood that the indemnification provided

herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

20. INSURANCE REQUIREMENTS

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance coverage from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement;

(b) Each party shall obtain and maintain throughout the term of this agreement coverage in the minimum liability limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate for its liability exposures, including commercial general liability, errors and omissions, automobile liability and police professional liability. Liability coverage shall be provided on an occurrence basis.

(c) The coverage evidenced in Section 20(b) may not be sufficient to cover all liability losses and related claim settlement expenses. Evidence of these limits of coverage does not relieve the City of Wapato from liability for losses and settlement expenses greater than these limits.

21. MISCELLANEOUS

(a) Milton inmates incarcerated in the Wapato Jail pursuant to this Agreement shall be transported to Wapato by and at the expense of Milton and shall be returned, if necessary, to Milton by Milton personnel and at Milton's expense. Wapato is not responsible for transportation of Milton inmates under this Agreement and shall be reimbursed by Milton for any actual expenses incurred in transport of an inmate if, in fact, transportation of an inmate by Wapato becomes necessary.

(b) It is the policy of Wapato and Milton that no person should be subjected to discrimination by either entity or its contractors because of race, color, national origin, sex, age, religion, creed, marital status, sexual orientation, disabled or Vietnam veteran era veteran status or the presence of any physical, mental or sensory disability.

(c) No waiver of any right under this agreement shall be effective unless made in writing by the party bound thereby. Failure to insist on full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance, or any later nonperformance.

(d) A copy of this agreement, once executed, will be filed with Yakima County and Pierce County, and/or placed on each party's website pursuant to RCW 39.34.040.

(e) This Agreement replaces and supersedes all prior agreements between the Parties relating to jail services.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF MILTON
Dated: May 19, 2015

Debra Perry, City of Milton Mayor

Tony Hernandez, Chief of Police

ATTEST:

Katie Bolam, City Clerk

Approved as to Form:

Bio Park, City Attorney

CITY OF WAPATO
Dated: 4/15/15

Jesse Farias, City of Wapato Mayor

Richard Needham, Chief of Police

ATTEST:

Gloria Acosta, Deputy Clerk-Treasurer

Approved as to Form:

Sara Watkins, City Attorney

RESOLUTION NO. 2015-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON APPROVING 2015 INTERLOCAL CORRECTION/ DETENTION AGREEMENT BETWEEN THE CITY OF WAPATO AND THE CITY OF MILTON.

WHEREAS, the City of Milton has a need for usage of the jail facilities maintained by the City and the City is willing and able to allow prisoners from the City of Milton to use its jail facilities; and,

WHEREAS, the City of Wapato agrees to allow the City of Milton to send its prisoners to the Wapato City Jail pursuant to the terms and conditions of the agreement; and,

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

WHEREAS, the City Council of the City of Wapato finds it is in the best interests of the residents of the City of Wapato to enter into this contract for jail services;

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

The City Council authorizes the Mayor of the City of Wapato to sign the Interlocal Correction/Detention Agreement between the City of Wapato and the City of Milton. A copy of the Agreement is attached hereto as Exhibit "1."

ADOPTED BY THE CITY COUNCIL this 15th day of June, 2015.

Jesse Farias, Mayor

ATTEST:

Gloria Acosta, Deputy Clerk-Treasurer

APPROVED AS TO FORM:

Sara Watkins
City Attorney

1st Touch Date: 6/1/15

2nd Touch Date: 6/15/15