

INTERLOCAL CORRECTION/DETENTION AGREEMENT

This Correction/Detention Agreement (hereinafter "Agreement") is made and entered into by and between the City of Elma (hereinafter "Elma"), and the City of Wapato (hereinafter "Wapato").

I. RECITALS

WHEREAS, it is the desire and intent of Elma, through its police department, to utilize the detention facilities maintained by Wapato, and to compensate Wapato therefore, pursuant to the terms of this Agreement, for the care and custody of jail prisoners of Elma arrested and/or detained for a violation of the Elma Municipal Code and adopted portions of the Revised Code of Washington.

WHEREAS, in accordance with the terms and conditions herein, and where it is not an undue burden, Wapato desires to make its jail facilities available for Elma through the Elma Police Department, to provide for the care and custody of prisoners who were arrested and/ or detained for a violation of the Elma Municipal Code and adopted portions of the Revised Code of Washington.

WHEREAS, this Agreement is entered into by and between the parties pursuant to Chapters 39.34 and 70.48 of the Revised Code of Washington, which provide for interlocal agreements for hiring and sharing of correction/detention facilities between local governments.

II. AGREEMENT

Therefore, in consideration of the mutual covenants, conditions and promises herein, the parties mutually agree as follows:

1. **Term.** The term of this Agreement shall commence on January 1, 2007, and terminate on December 31, 2007, unless sooner terminated by either party in accordance with Section 13 of this Agreement.
2. **Incarceration.** Provided that there is available jail/detention facility space, Wapato shall accept and incarcerate Elma prisoners that are eighteen (18) years and older, and who were arrested and/or detained by Elma police officers for a violation of the Elma Municipal Code and adopted portions of the Revised Code of Washington. Wapato shall feed and otherwise generally care for such prisoners in the same manner as its own prisoners and in the same manner consistent with rules governing its jail. All prisoners incarcerated for Elma by Wapato shall be subject to all rules and regulations of Wapato governing its jail facility, including Wapato's visitation rules and regulations. Wapato retains the right to refuse to incarcerate and/or provide any other services to Elma prisoners, who, as determined by Wapato, constitute a security risk or who are arrested, held or detained by Elma for any violent crime. Female prisoners of Elma will be accepted for incarceration by Wapato.

3. **Compensation.** Elma agrees to pay Wapato each month the sum of forty dollars (\$40.00) per day for each Elma prisoner incarcerated in Wapato jail facilities pursuant to the terms of this Agreement. Any part of the day, beyond six (6) hours, shall be considered a full day. Payment shall be made for the first day of incarceration, but not for the last day of incarceration. The charges in this section shall apply without regard to whether the prisoner has been charged, tried, or sentenced and shall continue until Elma notifies Wapato that the prisoner is to be released or until the sentence has been served by the prisoner.
4. **Clothing and Bedding.** Wapato agrees to provide each Elma prisoner with necessary or appropriate clothing and to provide each such prisoner with a booking kit.
5. **Booking Procedure.** Elma prisoners shall be booked according to the procedures and policies of Wapato. Prisoners' personal property shall be held by Wapato and be transported with each prisoner to the Wapato jail facility.
6. **Prisoner Delivery and Notification.** Wapato shall be responsible for pickup of Elma prisoners sentenced over 30 days and transport them to Wapato jail facilities. No person who appears to be sick or injured shall be accepted for incarceration in Wapato jail facilities until he has received proper medical attention. Wapato shall provide Elma with a monthly list of Elma prisoners housed during the billing month.
7. **Court Appearances.** Elma shall be responsible for arranging court appearances for its prisoners and shall, whenever necessary for court appearances, arrange to take custody of such prisoners at the facility where incarcerated and redeliver such prisoners to the appropriate facility.
8. **Medical Treatment.** Wapato shall provide and furnish minor medical care, attention, and treatment to prisoners in custody pursuant to this agreement to the same degree provided within the jail facility to its own prisoners. All medical and dental expenses, including emergency and non-emergency medical and dental expenses to the extent such expenses are not paid by another governmental agency or other source, shall be paid by Elma; provided, however, that Wapato shall pay for any medical expenses that are directly caused by the negligence of its officers and/or agents.

Wapato shall notify the Elma Police Department by whatever communication system available (telephone, radio, etc.) if an Elma prisoner requires emergency medical or dental treatment. Wapato shall immediately transport the prisoner to an appropriate health care facility for emergency medical or dental treatment. Elma shall reimburse Wapato for such transportation costs.

Wapato shall immediately notify the Elma Police Department in writing if an Elma prisoner requires non-emergency medical or dental treatment at a medical, dental, or other health care facility. Non-emergency medical or dental care will be provided only by or with the consent of Elma. Wapato shall transport the prisoner to an appropriate health care facility for non-emergency medical or dental treatment. "Immediate notification" shall mean notification as soon as reasonably possible.

9. Indemnification and Hold Harmless.

a. Wapato agrees to hold harmless, indemnify, and defend Elma, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in Wapato Custody) which result from or arise out of the sole negligence of Wapato, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of this Agreement.

b. Elma agrees to hold harmless, indemnify, and defend Wapato, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to a claim of false arrest or detention) which result from or arise out of the sole negligence of Elma, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of this Agreement.

c. In the event that the officials, officers, agents, and/or employees of both Wapato and Elma are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

d. Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

10. No Insurance. It is understood Elma does not maintain liability insurance for Wapato and/ or its employees.

11. Uniform Alcoholism Treatment. Neither party shall be responsible to the other for those individuals taken into protective custody by a party in accordance with RCW Chapter 70.96 A, Uniform Alcoholism and Intoxication Treatment.

12. Implementation. The chief officer of the Elma Police Department and of the Wapato Police Department shall be jointly responsible for implementation and proper administration of this Agreement, and shall refer problems of implementation to the governing body of Elma and Wapato for resolution as necessary.

13. Termination. Either party may terminate this Agreement, with or without cause, by providing the other party with thirty (30) days written notice of termination.

14. Property. It is not anticipated that any real or personal property would be acquired or purchased by the parties solely because of this Agreement.

15. Equal Opportunity. Elma and Wapato are equal opportunity employers.

16. Nondiscrimination Provision. During the performance of this Agreement, Elma and Wapato shall not discriminate on the basis of race, age, color, sex, religion, national origin, creed, marital status, political

affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

17. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Wapato to any other person or entity without the prior written consent of Elma. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Wapato as stated herein.

18. **Severability.** If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

19. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in anyone or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

20. **Integration and Supersession.** This Agreement sets forth all of the terms, conditions and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this agreement shall be effective unless reduced to writing and executed by the parties.

21. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

TO CITY: POLICE CHIEF
ELMA POLICE DEPARTMENT
P.O. BOX K
ELMA, WA 98541

TO WAPATO: POLICE CHIEF
WAPTO POLICE DEPARTMENT
205 SOUTH SIMCOE AVE
WAPATO, WA 98951

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

23. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

24. **Resolution.** The City Council of each party shall adopt a resolution authorizing execution of this agreement.

25. **Filing with County Auditor.** A copy of this Agreement shall be filed with the Yakima County Auditor's Office Pursuant to RCW 39.34.040.

CITY OF ELMA



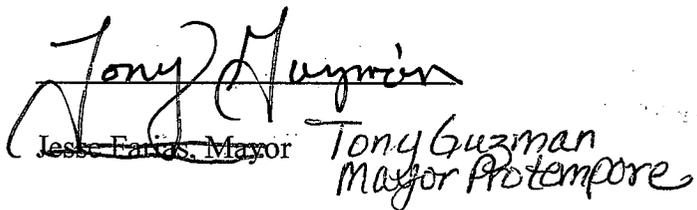
David Osgood, Mayor

ATTEST



City Clerk

CITY OF WAPATO



Jesse Farias, Mayor Tony Guzman
Mayor Pro Tempore

ATTEST



City Clerk

4/2/07

City Contract No. _____

Resolution No. _____

RESOLUTION NO. 2007-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON APPROVING CORRECTION/DETENTION AGREEMENTS WITH THE CITIES OF EATONVILLE, ELMA, SHELTON, AND WINLOCK.

WHEREAS, the cities of Eatonville, Elma, Shelton, and Winlock all have need for usage of the jail facilities maintained by the City ; and

WHEREAS, the cities are willing to pay the sum of forty dollars (\$40.00) per day for each of their prisoners incarcerated in the Wapato jail facilities; and

WHEREAS, the agreements with the cities will be fulfilled in accordance to the signed agreement between the City and each individual contracting city,

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

1. The City Council authorizes the interlocal agreements between the above named cities 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.

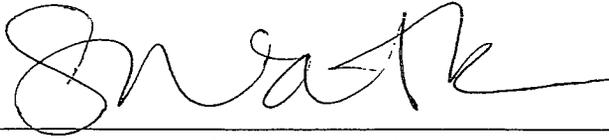
ADOPTED BY THE CITY COUNCIL this 2 day of April, 2007.

ATTEST:


Tony Guzman, Mayor Pro tempore


Susan P. Pearson, CMC, Clerk-Treasurer

APPROVED AS TO FORM:



Sara Watkins, City Attorney

1st Touch Date: 3/19/07

2nd Touch Date: 4/2/07