

AGREEMENT FOR USE OF INMATES FOR VOLUNTEER SERVICES

This Agreement is entered into between the CITY OF MABTON, a municipal corporation in Yakima County, and the CITY OF WAPATO, a municipal corporation.

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, the CITY OF MABTON is in need of volunteers to help with various civic activities, odd jobs, painting, grounds keeping, and doing various activities around the City; and

WHEREAS, CITY OF MABTON would like to use Wapato Municipal Jail inmates who agree to volunteer at CITY OF MABTON;

WHEREAS, CITY OF MABTON shall not use the volunteer inmates in any activities which result in CITY OF MABTON making money, including, but not limited to, any work that is within the job descriptions or duties of any public works employee or other employee of the CITY OF MABTON; and

WHEREAS, in exchange for the opportunity to use volunteer inmates housed in the Wapato City Jail, the CITY OF MABTON will allow the CITY OF WAPATO to house any impounded animals in the CITY OF MABTON and the CITY OF MABTON shall also dispose of and destroy those animals, when appropriate, as outlined in this Agreement;

Now, therefore, it is hereby agreed as follows:

1. CITY OF MABTON 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 CITY OF MABTON, but must be approved by the Jail Sergeant on duty or his designee. CITY OF MABTON may not discriminate based on race, color, creed, religion, gender, or sexual orientation when choosing inmates to volunteer at CITY OF MABTON.

2. At all times, from the time of pick-up, through the time of drop-off, CITY OF MABTON, 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. Only Department Heads of the CITY OF MABTON have the authority to pick-up inmates at the Wapato City Jail. This includes the Police Chief, Fire Chief and Public Works Director.

3. CITY OF MABTON 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 CITY OF MABTON. In no event shall volunteers be away from the Wapato Municipal Jail for more than eight hours.

4. CITY OF MABTON shall provide adequate supervised transportation to and from the Wapato Municipal Jail for the volunteer inmates. CITY OF MABTON 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 CITY OF MABTON. CITY OF MABTON 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. CITY OF MABTON agrees to pay the necessary Washington State Department of Labor & Industries coverage for all volunteer inmates at CITY OF MABTON. CITY OF MABTON shall provide a report quarterly on the number of hours CITY OF MABTON has paid towards L&I Insurance. Volunteer inmates will not be provided if quarterly reports are not timely received.

6. CITY OF MABTON 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 CITY OF MABTON, 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. CITY OF MABTON agrees that volunteer inmates will not replace paid employees at CITY OF MABTON.

8. CITY OF MABTON 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 CITY OF MABTON, CITY OF MABTON shall return the volunteer inmate to the Wapato Municipal Jail immediately.

9. CITY OF MABTON 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. CITY OF MABTON 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 CITY OF MABTON 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, CITY OF MABTON shall contact the CITY OF WAPATO Jail Sergeant on duty immediately.

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

14. Because the CITY OF MABTON does not have a contract to house inmates with the CITY OF WAPATO, in exchange for the opportunity to utilize inmate volunteers, the CITY OF MABTON agrees that the CITY OF WAPATO, if and when it assumes responsibility for animal control within the City, shall be authorized to bring any impounded animals to the CITY OF MABTON for housing. The CITY OF MABTON also agrees that in the event the animals brought to the CITY OF MABTON by the CITY OF WAPATO are not claimed or adopted, or the animals have been ordered to be destroyed by any court, that the CITY OF MABTON shall be responsible for destruction and disposal of all such animals. The CITY OF WAPATO shall be responsible for transporting any animals from the CITY OF WAPATO to the CITY OF MABTON.

15. 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.

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

DATED this 14th day of August, 2012.

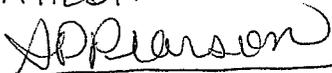
CITY OF WAPATO


Mayor Jesse Farias

205 E. Third Street
Wapato, WA 98951

Approved by Resolution No.: 2012-20

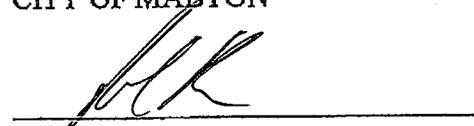
ATTEST:



Susan P. Pearson
Clerk-Treasurer

DATE: 8/20/12

CITY OF MABTON


Mayor Angel Reyna

P.O. Box 655
Mabton, WA 98935

Approved by Resolution No.: _____

RESOLUTION NO. 2012-20

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WAPATO, WASHINGTON APPROVING A
2012 USE OF INMATE INTERLOCAL AGREEMENT
WITH THE CITY OF MABTON.

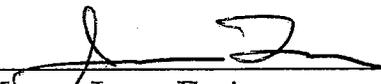
WHEREAS, the city of Mabton has need for usage of the jail trustees, and

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 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 agreement between the city of Mabton 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 ____ day of _____, 2012.



Mayor Jesse Farias

ATTEST:



Susan Pearson, Clerk-Treasurer

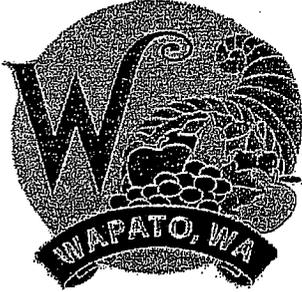
APPROVED AS TO FORM:



Sara Watkins, City Attorney

1st Touch Date: 8/20/12

2nd Touch Date: 8/20/12



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.



City of Mabton

305 Main Street

P O Box 655

Mabton WA 98935

Phone (509) 894 - 4096

Fax (509) 894 - 4813

August 23, 2012

Mayor Jesse Farais
205 E. Third Street
Wapato WA 98951

Mayor,

Enclosed is the signed agreement for use of inmates for volunteer services. Please sign both contracts and mail one back to us.

Give me a call if you have any questions,

Sincerely,


Yolanda Peña
Deputy Clerk

Attachment