

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WAPATO AND THE CITY OF MOXEE
RELATING TO THE USE OF INMATE WORKERS

THIS IS AN AGREEMENT made and entered into this 1st day of January, 2008 between the City of Wapato, Washington, a municipal corporation of the State of Washington, which may hereinafter be referred to as "Wapato" and the City of Moxee, Washington, a municipal corporation of the State of Washington, which may hereinafter be referred to as "Moxee".

WHEREAS, Wapato operates a correctional facility for the purpose of housing, educating and training persons convicted of criminal offenses;

WHEREAS, Wapato provides contract jail services to Moxee for care and custody of prisoners that are arrested and/or convicted of criminal offenses;

WHEREAS, Wapato and Moxee agree that inmates in the Wapato Correctional Facility are best served when provided work opportunities, allowing inmates opportunities to better themselves and remain on good behavior;

WHEREAS, Wapato and Moxee find that it is in the public interest to utilize inmate workers for community projects;

WHEREAS, such agreements are authorized and provided for by the provisions of Chapter 39.34 RCW;

NOW THEREFORE, Wapato and Moxee agree as follows:

1. **General Purpose:** Wapato will make available inmate workers that are housed in the Wapato Correctional Facility to Moxee for the purpose of providing work on community projects.

2. **Definitions:**

Inmate Worker, hereinafter referred to as a “worker” is a person convicted of a criminal act and confined with the Wapato Correctional Facility by a court of competent jurisdiction.

City Official is a person that is a full time employee of the City and may include a Police Officer or Public Workers Employee.

Jail Administrator is the person designated by Wapato as the person responsibility for administration of the Wapato Correction Facility.

3. **Worker Requests:** Moxee will contact Wapato and request workers on a daily basis. Wapato has the right to allow or refuse the request based on the availability of acceptable inmates that are housed within the correction facility at the time of the request. Wapato will generally rotate the workers between locations to prevent workers from becoming overly comfortable in a specific environment and potentially increasing the risk of escape by the worker.

A. Moxee may request a specific inmate worker for a longer period of time when Moxee is conducting a specific job function or service that would be completed more effectively by the same worker (s). Wapato will have the final decision about which workers and the number of workers being provided.

B. Workers must volunteer for work details. Any worker may refuse to work or refuse to continue working at any time. In the event that a worker refuses to continue working, Moxee will immediately return the worker to the Wapato Correctional Facility.

4. **Number of Workers Allowed:** As a contract agency, Moxee will be allowed between one and four workers on a daily basis, depending the availability of workers as outlined above. If additional workers are needed for larger events or specific job tasks, a request may be made to the Jail Administrator one week in advance of the date the workers are needed.

5. **Worker Selection:** Wapato agrees to pre-screen workers to reasonably insure that violent or dangerous offenders are not assigned as workers.

6. **Tasks to be Performed by Workers:** Workers may be asked to perform general labor, such as painting, building, mowing, weeding or trash clean up.

7. **Tasks or Labor Prohibited by Workers:** Workers shall not drive any motorized vehicle, including riding lawnmowers, tractors, or forklifts.

8. **Worker Hours:** Workers are limited to an absolute maximum of 12 hours of work per day. Workers will only be allowed to work for more than eight (8) hours per day when a written request is provided to the Jail Administrator in advance and has approved the request.
 - A. Workers must be picked up at the Wapato Correctional Facility by a City Official between 0800 and 1700 hours. The worker must be returned to the Wapato Correctional Facility between 0800 and 1700 hours unless different times are authorized in advance by the Jail Administrator.

 - B. Workers will provided one ten (10) minute break after every two hours of work and one thirty (30) minute lunch period when the worker is on-site for six (6) hours or more.

C. Moxee will provide a lunch to each worker when a lunch period is required. The lunch contents will be determined by Moxee but will provide for a lunch that is reasonable for an adult's nutrition.

9. **Supervision:** Moxee will provide continuous supervision of workers by a City Official for workers in their custody. Moxee, through its police department, will file escape charges on any worker that escapes through the Yakima County Prosecuting Attorney.

10. **Termination of Workers:** Wapato may terminate the status of workers at any time without cause.

A. Moxee may return any worker at any time to the Wapato Correctional Facility.

B. Workers that fail to act in an appropriate manner or refuse to work will be returned immediately to the Wapato Correctional Facility. The Jail Administrator will be advised of any inappropriate action(s) by any worker.

C. When supervision is being maintained by a City Official other than a police officer, the supervisor shall notify the Moxee Police Department, which shall take custody of the worker and insure their return to the Wapato Correctional Facility.

11. **Personnel, Equipment and Costs:** Each party to this agreement shall be responsible for their own personnel, equipment and costs incurred under this agreement. It is not anticipated or intended that any real or personal property will be jointly acquired or purchased because of this agreement.

12. **Legal Requirement:** Both parties shall comply with all applicable federal, state and local laws in performing this agreement.

13. **Implementation:** The chief officer of the Wapato Police Department and of the Moxee 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 Wapato and Moxee for resolution as necessary.

14. **Provisions for Termination of this Agreement:** Either party may terminate this agreement, with or without cause, by providing the other party thirty (30) day written notice of termination.

15. **Term:** The term of this agreement shall commence on January 1st, 2008 and terminate on December 31st, 2008 unless sooner terminated by either party in accordance with section 14 of this agreement.

16. **Disclaimer of Liability and Hold Harmless:**

- A. Wapato agrees to hold harmless, indemnify, and defend Moxee, its elected officials, officers, employees, and agents from and against 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 results 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. Moxee agrees to hold harmless, indemnify, and defend Wapato, its elected officials, officers, employees, and agents from and against 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 Moxee Custody) which results from or arise out of the sole negligence of Moxee, 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 officials, officers, agents, and/or employees of both Wapato and Moxee 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.

PARTIES TO AGREEMENT:

City of Moxee

City of Wapato

<u>Greg LaBree</u>	<u>12-14-09</u>	<u>Jesse Farias</u>	<u>1/19/10</u>
Greg LaBree	Date	Jesse Farias	Date
Mayor		Mayor	

Attest:

Attest:

Kristi S. Heilman

Susan Pearson

Kristi Heilman

Susan
~~She~~ Pearson

City Clerk / Treasurer

~~City~~ Clerk - Treasurer

RESOLUTION NO. 2010-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON APPROVING USE OF TRUSTEE AGREEMENT WITH THE CITY'S OF MOXEE AND SELAH.

WHEREAS, the city's of Moxee and Selah have need for usage of the Trustees from our Detention Center; and

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

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's of Moxee and Selah 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 19th day of January, 2010.



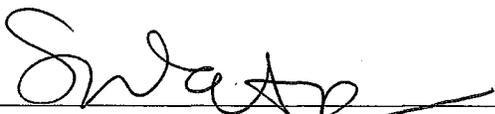
Jesse Farias, Mayor

ATTEST:



Susan P. Pearson, Clerk-Treasurer

APPROVED AS TO FORM:



Sara Watkins, City Attorney

1st Touch Date: 1-4-10

2nd Touch Date: 1-19-10