INTERLOCAL CORRECTION/DETENTION AGREEMENT

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

I. RECITALS

WHEREAS, it is the desire and intent of Roy, 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 Roy arrested and/or detained for a violation of the Roy 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 Roy through the Roy Police Department, to provide for the care and custody of prisoners who were arrested and/ or detained for a violation of the Roy 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, 20~~11~~ 12 16, and automatically renew on December 31, of each year thereafter for one year terms, 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 Roy prisoners that are eighteen (18) years and older, and who were arrested and/or detained by Roy police officers for a violation of the Roy 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 Roy 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 Roy prisoners, who, as determined by Wapato, constitute a security risk or who are arrested, held or detained by Roy for any violent crime. Female prisoners of Roy will be accepted for incarceration by Wapato.

3. **Compensation.** Roy agrees to pay Wapato each month the sum of fifty dollars ($50.00) per day for each Roy 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 Roy notifies Wapato that the prisoner is to be released or until the sentence has been served by the prisoner. The City of Wapato reserves the right to increase the daily rate each year, with the understanding that the contracted city will be given 60 days prior notification of said increase.

4. **Clothing and Bedding.** Wapato agrees to provide each Roy prisoner with necessary or appropriate clothing and to provide each such prisoner with a booking kit.

5. **Booking Procedure.** Roy 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 Roy 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 Roy with a monthly list of Roy prisoners housed during the billing month.

7. **Court Appearances.** Roy 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 Roy; 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 Roy Police Department by whatever communication system available (telephone, radio, etc.) if a Roy 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. Roy shall reimburse Wapato for such transportation costs.

Wapato shall immediately notify the Roy Police Department in writing if a Roy 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 Roy. 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 Roy, 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. Roy 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 Roy, 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 Roy 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 Roy 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 Roy 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 Roy 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.** Roy and Wapato are equal opportunity employers.

16. **Nondiscrimination Provision.** During the performance of this Agreement, Roy 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 Roy. 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

ROY POLICE DEPARTMENT

PO BOX 700

ROY, WA 98580

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 ROY	**CITY OF WAPATO**
Karen L. Yates	2-6-12
Mayor Karen Yates	Mayor Jesse Farias
ATTEST	ATTEST
Mindy A. Elie, Acting	S. Pearson
City Clerk Dana Alexander	Sue Pearson City Clerk

City Contract No. _____

Resolution No. 676

COUNCIL AGENDA ITEM: Sedro Woolley, Yakima County, Roy, Zillah, Steilacoom, Battle Ground
MEETING DATE: 02-06-12

SUBJECT: Jail Contracts

PREPARED BY: Sgt. Benscoter

APPROVED BY: Chief Rosenow

RECOMMENDATION AND MOTION:

Approval of contracts to set off jail costs for the city.

SUMMARY:

By approving the contracts this helps off set some of the costs for jail.

ALTERNATIVES:

Don't approve contracts

FISCAL IMPACT:

Brings in money to City of Wapato

CITY OF ROY, WASHINGTON

RESOLUTION NO. 676

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROY, PIERCE COUNTY, WASHINGTON, APPROVING THE INTERLOCAL CORRECTION/DETENTION AGREEMENT FOR JAIL SERVICES BETWEEN WAPATO AND CITY OF ROY

WHEREAS, the City of Roy desires to enter into an Interlocal Correction/ Detention agreement for jail services agreement with Wapato; and

WHEREAS, the City of Roy desires to use the Wapato facilities and personnel for the confinement of Roy's prisoners; and

WHEREAS, the Interlocal Correction/Detention agreement for jail services shall commence on January 1, 2011 until December 31, and thereafter for one year terms

NOW, THEREFORE,

Section 1. The City Council of the City of Roy approves the Interlocal Correction/Detention agreement for Jail Services agreement Between Wapato and the City of Roy.

Section 2. The Mayor of Roy is hereby authorized to sign the Agreement in substantially the form on file in the city clerk's office.

Section 3. All acts in conformance with the Agreement are hereby ratified.

Introduced, passed and approved this 28 day of February, 2011.

Karen E. Yates

KAREN YATES, Mayor

Attest:

Mindy A. Elie, acting

DANA ALEXANDER
City Clerk/Treasurer

Approved as to Form:

Cathy Parker

CATHY PARKER, City Attorney
WSBA#16406

RECEIVED APR 18 2011 BY

RESOLUTION NO. 2011-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON APPROVING 2012 INTERLOCAL CORRECTION/DETENTION AGREEMENT BETWEEN THE CITY OF WAPATO AND THE CITY OF ROY.

WHEREAS, the City of Roy has a need for usage of the jail facilities maintained by the City; and

WHEREAS, the agreement between 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 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:

1. 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 Roy.

2. This agreement with the city will be fulfilled in accordance to the signed agreement between the City of Wapato and the individual contracting city.

ADOPTED BY THE CITY COUNCIL this 6th day of Feb, 2012.

Jesse Farias, Mayor

ATTEST:

Susan Pearson, Clerk-Treasurer

APPROVED AS TO FORM:

_____

Sara Watkins
City Attorney

1st Touch Date: 2-16-2012

2nd Touch Date: _____

City of Wapato
205 East Third Street
Wapato WA 98951-1326

info@wapato-city.org
Phone: 509.877.2334
Fax: 509.877.3979

February 7, 2012

Debra Dearinger
City of Roy
PO Box 700
Roy WA 98580

RE: ILA Wapato Jail Detention Contract for City of Roy

Dear Ms. Dearinger;

The Wapato City Council has passed the enclosed agreement modification on February 6, 2012.

I am sending an executed copy of the interlocal agreement along with a copy of the resolution. A copy of it has been given to Sgt Benscoter for his files.

Any questions, please contact us.

Sincerely

SPPearson

Susan P Pearson
Clerk-Treasurer

Enclosures

cc: Sgt Benscoter