**CITY OF TOPPENISH**
21 West First Avenue
Toppenish, WA 98948

*"Where the West Still Lives"*

RECEIVED
SEP 11 2014
By

September 10, 2014

City of Wapato
Attn: Sue Pearson, City Clerk/Treasurer
205 E. Third Street
Wapato, WA 98951

Dear Sue,

Enclosed you will find an original fully executed Interlocal Jail Agreement between the City of Wapato and City of Toppenish. We have retained one set of originals or our file.

If you have any questions, please let me know.

Sincerely,

Linda B. Mead

Linda B. Mead, CMC
Finance Director/City Clerk

pc: Police Chief Adam Diaz
City Manager William C. Murphy

# INTERLOCAL JAIL AGREEMENT

**THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN** the City of Toppenish and the City of Wapato, to become effective the first day of January 2015.

WITNESSETH:

IN CONSIDERATION of the mutual promises herein, the parties hereto mutually agree as follows:

1. **PURPOSE.** It is the purpose and intent of this agreement that the City of Toppenish, through its Police Department, and the City of Wapato, through its Police Department, shall cooperate with each other for the care, keeping and custody of male and female Wapato Municipal Court committed prisoners, over the age of 18 years, pursuant to the authority of Section 39.34.080 of the Revised Code of Washington. This agreement is intended to apply to those instances in which it is desirable for the Wapato Police Department, and not an undue burden on the Toppenish Police Department, that a person be detained at the Toppenish City Jail Facility.

2. **INCARCERATION.** The City of Toppenish shall accept and incarcerate male and female prisoners arrested by the City of Wapato police officers, and will feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in manner consistent with the rules governing its jail, provided that jail facility has available space, and that no prisoner remains in the custody of the City of Toppenish in excess of 364 days on any one charge, for any reason.

   The City of Wapato shall determine the amount of time to be served, by any person who is incarcerated by the Wapato Municipal Court; whether for commitment, in lieu of fine payments or otherwise, and enter it on the court commitment order when committing a prisoner into custody of the Toppenish Jail. Prisoners who do not have their times calculated will be released.

3. **PAYMENT.** The City of Wapato shall pay the City of Toppenish for the incarceration of its prisoners, the sum $45.00 per prisoners, per day or any portion thereof. The City of Toppenish shall, by the fifteenth (15) day of each month, send to the City of Wapato a statement of incarceration charges incurred in the preceding month. The City of Wapato shall cause it to be paid by the end of the month in which it is received.

4. **PRISONER DELIVERY AND NOTIFICATION.** The City of Wapato through its Police Department shall be responsible for delivering its male and female prisoners to the custody of the City of Toppenish. The City of Wapato shall be responsible for notifying the City of Toppenish of the date and time any prisoner is to be released. No person who appears to be sick or injured will be accepted for booking until he / she has received proper medical attention.

5. **BOOKING PROCEDURE.** Male and female prisoners will be booked and released by Toppenish City Corrections Officers according to the procedures and policies of the Toppenish Police Department by completing for each prisoner an appropriate booking sheet with a copy to be provided the arresting officer. Prisoners' personal property will be held and handled in the same manner as those prisoners of the City of Toppenish. A sick or injured prisoner will not be accepted until a medical release is acquired from a medical care provider.

6. **COURT APPEARANCES.** The City of Wapato will be responsible for arranging court appearances for the prisoners subject to this agreement, and will, whenever necessary for court appearances, arrange to take custody of such prisoners at the jail facility and redeliver such prisoners if appropriate.

7. **BAIL OR FINE.** The City of Toppenish shall not accept bail, fines or other monies for the City of Wapato, but shall notify the Wapato clerk, or the Wapato Police Department, of the request to post such monies.

8. **LIABILITY.** The City of Toppenish will be responsible and hold the City of Wapato harmless, for injury to a prisoner resulting directly from its negligence in maintaining the jail facility, or that of its officers or agents, or other mistreatment of prisoners, and for the loss of or damage to any prisoner's property while the prisoner is in the City's custody.

   The City of Wapato agrees to hold harmless, indemnify and defend the City of Toppenish and its officers, officials, employees and agents from and against all suits, actions, claims, liability and / or costs arising in any manner from the City of Wapato's actions and / or omissions in relation to this agreement including but not limited to claim of false arrest or detention unless such suit, action, claim, liability or cost is caused solely by the negligence of the City of Toppenish.

9. **MEDICAL TREATMENT.** The City of Toppenish will provide and furnish for prisoners confined in its jail facility that minor medical care, attention and treatment which is administered within the jail facility to its own prisoners. The City of Wapato will bear the expense of prescription medicines and other physician, hospital, convalescent, dental or other medical care of its own prisoners confined within the jail facility under authority of this agreement. The City of Toppenish will bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the City of Toppenish, its Officers or Agents. It shall be the responsibility of Wapato police officers to transport sick or injured prisoners to medical care providers unless the Toppenish Police Department is available to assist with this process, and at their direction.

10. **UNIFORM ALCOHOLISM TREATMENT.** The City of Toppenish shall not be responsible for, nor take into custody, any individual taken into protective

custody by the City of Wapato in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxicated Treatment.

11. **IMPLEMENTATION.** The Toppenish Chief of Police and the Wapato Chief of Police will be jointly responsible for implementation and proper administration of the agreement, and will refer problems of implementation to the governing body of the Cities for resolution if necessary.

12. **MODIFICATION.** Modifications of this agreement may be accomplished by written agreement between the City of Toppenish and the City of Wapato and oral understandings or agreements shall suffice to alter the terms of this agreement.

13. **TERMINATION.** Termination of this agreement by either party may be accomplished upon thirty (30) days written notice to the other party stating the reason for said termination.

14. **DURATION.** The duration of this agreement shall be from January 1, 2015 through December 31, 2015.

15. **PROPERTY.** It is not anticipated that any real personal property will be jointly acquired or purchased by the parties solely because of this agreement.

16. **EQUAL OPPORTUNITY.** The parties hereto are equal opportunity employers.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to become effective on the day and year first mentioned.

CITY OF TOPPENISH

Wm C Murphy

(Name), City Manager WM C MURPHY

ATTEST:

Linda B. Mead

~~(Name), City Clerk-Treasurer~~

LINDA B. MEAD, FINANCE DIRECTOR / CITY CLERK

CITY OF WAPATO

~~(Name)~~, Mayor Jesse Farias

ATTEST:

S P Pearson

~~(Name), Finance Director~~

Susan P Pearson, Clerk-Treasurer