

MODIFICATION TO JAIL CONTRACTS

This Modification to the Jail Contracts regarding inmates at the Wapato City Jail ("Modification") by and between CITY OF WAPATO ("Wapato") and CITY OF UNION GAP ("Contractor") shall modify and amend the Jail Contract dated December 14, 2010, and the Interlocal Agreement Between the City of Wapato and the City of Union Gap Relating to the Use of Inmate Workers

RECITALS

A. On or about January 01, 2010, Wapato and Contractor entered into a jail services agreement for the use and occupation of the Wapato City Jail.

B. On or about January 01 2010, Wapato and Contractor entered into an Interlocal Agreement to use inmate workers from the Wapato jail.

B. The parties agree to modify the terms and conditions of the Jail Contract dated December 14, 2010 and the Interlocal Agreement Relating to the Use of Inmate Workers, dated December 14, 2010, regarding indemnification in cases where Contractor is using prisoners for volunteer and other outside of jail opportunities during their period of incarceration.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained below, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties to this Modification, the Parties agree as follows:

1. Section 9 of the Jail Contract shall be replaced as follows:

9. **Indemnification and Hold Harmless.**

(a) Wapato agrees to protect, defend, indemnify, and hold harmless Contractor, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) resulting from 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 Wapato, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Agreement.

(b) Contractor agrees to protect, defend, indemnify, and hold harmless Wapato, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including

reasonable attorneys' fees and disbursements) resulting from 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 Contractor, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Agreement.

(c) In the event Contractor chooses to use persons incarcerated at the Wapato jail for volunteer or other activities or work of any kind outside of the jail, Contractor agrees to protect, defend, indemnify, and hold harmless Wapato, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liabilities, penalties, claims for wages or benefits, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and costs) resulting from any claim of any person arising from the use of persons incarcerated for volunteer or other activities or work of any kind outside of the jail.

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

2. Section 16 of the Interlocal Agreement Relating to Inmate Workers shall be amended to read:

16. Disclaimer of Liability and Hold Harmless:

- A. Wapato agrees to hold harmless, indemnify, and defend Contractor, 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. Contractor 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 Contractor Custody) which results from or arise out of the sole negligence of Contractor, 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 Union Gap 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. In the event Contractor chooses to use persons incarcerated at the Wapato jail for volunteer or other activities or work of any kind outside of the jail, Contractor agrees to protect, defend, indemnify, and hold harmless Wapato, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liabilities, penalties, claims for wages or benefits, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and costs) resulting from any claim of any person arising from the use of persons incarcerated for volunteer or other activities or work of any kind outside of the jail.
- E. Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

3. Terms and Conditions. All of the terms and conditions of the Jail Contract dated December 14, 2010 and the Interlocal Agreement Relating to the Use of Inmate Workers dated December 14, 2010 shall remain the same, except the section noted in paragraphs 1 and 2 of this Modification.

DATED this 14th day of December 2010.

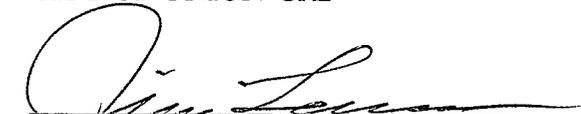
CITY OF WAPATO


Mayor Jesse Farias

Attest:


Sue Pearson, City Clerk/Treasurer

CITY OF UNION GAP


Mayor Jim Lemon

Attest:


Kathryn Thompson, City Clerk

RESOLUTION NO. 2011-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON APPROVING 2011 MODIFIED DETENTION AND USE OF INMATE INTERLOCAL AGREEMENTS BETWEEN THE CITY OF UNION GAP AND THE CITY OF WAPATO.

WHEREAS, the city of Union Gap has need to use detention facilities and volunteer inmate workers; and

WHEREAS, the modified agreements with the city will be fulfilled in accordance to the signed modified agreement and original agreements between the City of Wapato and the City of Union Gap; and

WHEREAS, the City Council of the City of Wapato finds it is in the best interests of the residents of the City of Wapato to enter into a modified agreement with the City of Union Gap regarding detention of Union Gap inmates at the Wapato City Jail, and use of volunteer inmates by the City of Union Gap,

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

1. The City Council authorizes the Mayor to sign the modified interlocal agreement between the city of Union Gap and the City of Wapato regarding detention of inmates at the Wapato City Jail.
2. The City Council authorizes the Mayor to sign the modifications regarding the use of volunteer inmates by the City of Union Gap.
3. That this resolution shall be in full force and effect upon passage and signature.

ADOPTED BY THE CITY COUNCIL this 7th day of March, 2011.



Jesse Farias, Mayor

ATTEST:



Susan Pearson, Clerk-Treasurer

APPROVED AS TO FORM:



Sara Watkins, City Attorney

1st Touch Date: 3/7/2011

2nd Touch Date: _____