

INTERLOCAL CORRECTION/DETENTION AGREEMENT

This Correction/Detention Agreement is made and entered into by and between the City of Westport, and the City of Wapato.

I. RECITALS

WHEREAS, it is the desire and intent the City of Westport, through its police department, to utilize the jail facilities maintained by the City of Wapato, and to compensate the City of Wapato for the use of its jail facilities, pursuant to the terms of this Agreement, for the care and custody of jail prisoners of the City of Westport who are arrested and/or detained for a violation of the City of Westport Municipal Code and adopted portions of the Revised Code of Washington; and,

WHEREAS, in accordance with the terms and conditions herein, and where it is not an undue burden, the City of Wapato desires to make its jail facilities available for the City of Westport through the City of Westport Police Department, to provide for the care and custody of prisoners who were arrested and/ or detained for a violation of the City of Westport Municipal Code and adopted portions of the Revised Code of Washington; and,

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 inter-local agreements for hiring and sharing of correction/detention facilities between local governments;

Now, therefore, the parties enter into the following agreement regarding jail facilities:

II. AGREEMENT

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 October 1, 2014 and terminate on December 31, 2015, but shall automatically renew on December 31, 2015 and 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, the City of Wapato shall accept and incarcerate the City of Westport prisoners that are eighteen (18) years and older, and who were arrested and/or detained by the City of Westport police officers for a violation of the City of Westport Municipal Code and adopted portions of the Revised Code of Washington. The City of 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 the City of Westport by the City of Wapato shall be subject to all rules and regulations of the City of Wapato governing its jail facility, including the City of Wapato's visitation rules and regulations.

The City of Wapato retains the right to refuse to incarcerate and/or provide any other services to the City of Westport prisoners, who, as determined by the City of Wapato, constitute a security risk or who are arrested, held or detained by the City of Wapato for any violent crime. Female prisoners of the City of Westport will be accepted for incarceration by the City of Wapato.

The City of Wapato has a volunteer program for inmates who qualify under the City of Wapato's program. The volunteer program allows qualified inmates who complete the required paperwork to volunteer their time outside of the jail to non-profit or municipal corporations on a limited basis. All inmates are eligible for the program, and the City of Westport agrees that its inmates are eligible, unless the City of Westport notifies the City of Wapato, in writing, that the City of Westport does not wish to allow its inmates to participate in the program.

3. Compensation. The City of Westport agrees to pay Wapato \$50.00 per day for each City of Westport inmate housed in the jail facility. Payment will be made monthly. The fifty dollar per day rate shall be a set rate for the next three years (through June 30, 2017). The City of Wapato reserves the right to increase the daily rate each year, with the understanding that the City of Westport will be given 60 days prior notification of said increase.

Any part of the day, beyond six (6) hours, shall be considered a full day for purposes of compensation. The City of Wapato will invoice the City of Westport on or about the 10th of each month. Payment shall be made within 30 days of receipt. 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 the City of Westport notifies the City of Wapato that the prisoner is to be released or until the sentence has been served by the prisoner.

4. Clothing and Bedding. The City of Wapato agrees to provide each City of Westport prisoner with necessary or appropriate clothing and bedding, and to provide each such prisoner with a booking kit.

5. Booking Procedure. The City of Westport prisoners shall be booked according to the procedures and policies of the City of Wapato. Prisoners' personal property shall be held by the City of Wapato and be transported with each prisoner to and from the City of Wapato jail facility.

6. Prisoner Delivery and Notification. The City of Wapato shall be responsible for pickup of the City of Westport prisoners sentenced over 30 days and transport them to the City of Wapato jail facilities. The City of Westport shall be responsible for the costs of transportation of prisoners who are sentenced under 30 days, if extra costs are incurred by Wapato. 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 and clearance, if necessary. The City of Wapato shall provide the City of Westport with a monthly list of the City of Westport prisoners housed during the billing month.

7. Court Appearances. The City of Westport shall be responsible for arranging court appearances for its prisoners and shall, whenever necessary for court appearances, arrange to take custody of such prisoners. Without placing undue burden on either city, The City of Westport and the City of Wapato will work in conjunction to redeliver such prisoners to the appropriate facility.

8. Medical Treatment. The City of 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 the City of Westport; provided, however, that the City of Wapato shall pay for any medical expenses that are directly caused by the negligence of its officers and/or agents.

The City of Wapato shall notify the City of Westport Police Department by whatever communication system available (telephone, radio, etc.) if a City of Westport prisoner requires emergency medical or dental treatment. The City of Wapato shall immediately transport the prisoner to an appropriate health care facility for emergency medical or dental treatment. The City of Westport shall reimburse the City of Wapato for such transportation costs.

The City of Wapato shall immediately notify the City of Westport Police Department in writing if a City of Westport 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 the City of Westport. The City of 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 protect, defend, indemnify, and hold harmless Westport, 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) Westport 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 Westport, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Agreement.

(c) In the event Westport chooses to use persons incarcerated at the Wapato jail for volunteer or other activities or work of any kind outside of the jail, Westport 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.

10. No Insurance. It is understood the City of Westport does not maintain liability insurance for the City of 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 City of Westport 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 the City of Westport 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. Both parties will work together to transport City of Westport prisoners back to the City of Westport. A final invoice will be provided within 60 days of termination of this Agreement and the City of Westport shall pay said invoice within 30 days.

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. The City of Westport and the City of Wapato are equal opportunity employers.

16. Nondiscrimination Provision. During the performance of this Agreement, the City of Westport and the City of 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 the City of Wapato to any other person or entity without the prior written consent of the City of Westport. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the City 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 OF WESTPORT: MAYOR OR DESIGNEE &
POLICE CHIEF
WESTPORT POLICE DEPARTMENT
P O BOX 505
WESTPORT, WA 98595

TO CITY OF WAPATO: POLICE CHIEF
WAPATO 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 or listed on the City of Wapato's web page pursuant to RCW 39.34.040.

CITY OF WESTPORT



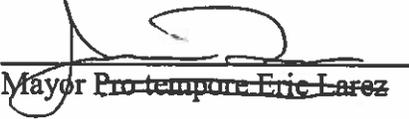
Mayor Michael Bruce

ATTEST



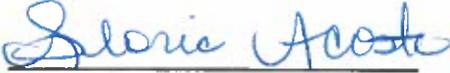
Clerk-Treasurer Margo Tackett

CITY OF WAPATO



~~Mayor Pro-tempore Eric Larez~~ Jesse Farias

ATTEST



Deputy Clerk-Treasurer Gloria Acosta



City of Westport

604 N Montesano St.
P O Box 505
Westport, WA 98595
Phone: 360-268-0131 Fax: 360-268-0921



October 1, 2014

City of Wapato
Sue Pearson, Clerk-Treasurer
205 E Third Street
Wapato, WA 98951

Re: Interlocal Correction/Detention Agreement

Hi Sue,

Enclosed is the Jail agreement that has been approved by the City of Westport City Council. After your Council has approved the contract, please send back a signed copy. As per my e-mail, if there are any corrections, let me know and I will forward them on to our attorney.

Thank you.

Sincerely,

Margo R Tackett
Clerk-Treasurer

www.ci.westport.wa.us

city_administrator@ci.westport.wa.us
public_works@ci.westport.wa.us

clerk_treasurer@ci.westport.wa.us
building@ci.westport.wa.us

The City of Westport is an equal opportunity provider and employer.