

INTERLOCAL CORRECTION/DETENTION AGREEMENT

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

RECEIVED

APR 08 2010

CITY OF WAPATO

I. RECITALS

WHEREAS, it is the desire and intent of Yakima, through its police department, to utilize the detention facilities maintained by Wapato, and to compensate Wapato for its use of the detention facilities, pursuant to the terms of this Agreement, for the care and custody of jail prisoners of Yakima arrested and/or detained for a violation of the Yakima 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 Yakima through the Yakima Police Department, to provide for the care and custody of prisoners who were arrested and/ or detained for a violation of the Yakima 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 inter-local 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, 2010, and automatically renew on December 31 of each year thereafter for one-year terms, unless terminated by either party in accordance with Section 13 of this Agreement.
- 2. Incarceration.** Provided that there is available jail/detention facility space beyond the guaranteed beds discussed in section 3 of this agreement, Wapato shall accept and incarcerate Yakima prisoners that are eighteen (18) years and older, and who were arrested and/or detained by Yakima police officers for a violation of the Yakima 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 Yakima 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 Yakima prisoners, who, as determined by Wapato, constitute a security risk or who are arrested, held or detained by Yakima for any violent crime. Female prisoners of Yakima will be accepted for incarceration by Wapato.

3. **Compensation.** Yakima agrees to pay Wapato twenty two thousand eight hundred dollars (\$22,800.00) each month for the guaranteed availability of 15 beds in the Wapato City Jail, of which a minimum of 10 beds per day will be guaranteed available for Yakima female prisoners. In the event that Wapato cannot provide 15 beds, (ten of those beds being for females) Yakima will only be obligated to pay for the beds actually used during the month in which the bed shortfall occurred, at the rate of fifty dollars (\$50.00) per bed. Any credit incurred during the month shall be deducted from future payment. Any beds occupied by a Yakima prisoner in addition to the fifteen beds are occupied, will cost fifty dollars (\$50.00) per day for each Yakima 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 on the first of every month for the rental of 15 beds that month. Payment for any additional beds during each month shall be paid with the following month's payment. 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 Yakima notifies Wapato that the prisoner is to be released or until the sentence has been served by the prisoner

4. **Clothing and Bedding.** Wapato agrees to provide each Yakima prisoner with necessary or appropriate clothing and bedding

5. **Booking Procedure.** Yakima 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 Yakima 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. In the event an inmate arrives in Wapato appearing to be sick or injured, Yakima shall reimburse Wapato for the proper medical attention necessary before the inmate is allowed to be housed in the jail. Wapato shall provide Yakima with a monthly list of Yakima prisoners housed during the billing month.

7. **Court Appearances.** Yakima shall notify Wapato of post arraignment court appearances for the City of Yakima prisoners housed in the Wapato City Jail a minimum of (24) twenty-four hours prior to each appearance. Wapato shall be responsible for transporting prisoners to and from arraignments and scheduled post arraignment court appearances held at the City of Yakima Municipal Court.

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 Yakima to the extent such treatment was

authorized by Yakima; 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 Yakima Police Department by whatever communication system available (telephone, radio, etc.) if a Yakima 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. Yakima shall reimburse Wapato for such transportation costs.

Wapato shall immediately notify the Yakima Police Department in writing if a Yakima 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 Yakima. 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 Yakima, 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) Yakima 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 Yakima, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Agreement.

(c). 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. Insurance

(a). At all times during performance of the Services, Wapato shall secure and maintain in effect insurance to protect the Yakima and Wapato from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement. Wapato shall provide and maintain in force insurance in limits no less than that stated below, as applicable. Yakima reserves the right to require higher limits should it deem it necessary in the best interest of the public.

(b). **Commercial General Liability Insurance.** Before this Agreement is fully executed by the parties, Wapato shall provide the Yakima with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name Yakima, its elected officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Yakima thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

(c). **Commercial Automobile Liability Insurance.**

1. If Wapato owns any vehicles, before this Agreement is fully executed by the parties, Wapato shall provide Yakima with a certificate of insurance as proof of commercial automobile liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage. Automobile liability will apply to "Any Auto" and be shown on the certificate.

2. If Wapato does not own any vehicles, only "Non-owned and Hired Automobile Liability" will be required and may added to the commercial liability coverage at the same limits as required in that section of this Agreement, which is Section 12.2 entitled "Commercial Liability Insurance".

3. Under either situation described above in Section b. and Section c, the required certificate of insurance shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name Yakima, its elected officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Yakima thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

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 Yakima 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 Yakima and Wapato for resolution as necessary.

13. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners.

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.** Yakima and Wapato are equal opportunity employers.

16. **Nondiscrimination Provision.** During the performance of the Agreement, Wapato shall not discriminate in violation of any applicable federal, state, and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law. 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, selection for training, and the provision of services under this agreement.

17. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by either of the parties to this agreement to any other person or entity without the prior written consent of the non-assigning party. 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 assigning party 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 Superseding.** 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
YAKIMA POLICE DEPARTMENT
200 SOUTH 3RD STREET
YAKIMA, WA 98901

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.

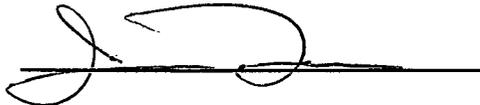
25. Filing with County Auditor. A copy of this Agreement shall be filed with the Yakima County Auditor's Office Pursuant to RCW 39.34.040.

CITY OF YAKIMA



Richard Zais, Jr., City Manager

CITY OF WAPATO



Jesse Farias, Mayor

ATTEST

Deborah K. [Signature]

City Clerk



ATTEST

City Clerk

City Contract No. 2010-12

Resolution No. R-2010-16

RESOLUTION NO. 2010-15

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WAPATO, WASHINGTON APPROVING
2010 CORRECTION/DETENTION AGREEMENT
WITH THE CITY OF YAKIMA.

WHEREAS, the city of Yakima has need for usage of the jail facilities maintained by the City; and

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

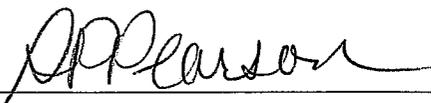
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WAPATO, WASHINGTON, AS FOLLOWS:

1. The City Council authorizes the interlocal agreement between the city of Yakima 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 8th day of May, 2010.


Jesse Farias, Mayor

ATTEST:


Susan Pearson, Clerk-Treasurer

APPROVED AS TO FORM:


Sara Watkins
City Attorney

1st Touch Date: 4/19/10

2nd Touch Date: 5/3/10

RESOLUTION NO. R-2010-16

A RESOLUTION authorizing the City Manager of the City of Yakima to execute an Interlocal Jail Agreement with the City of Wapato, Washington for the provision of jail services.

WHEREAS, the Yakima Police Department requires additional space to house prisoners held on Yakima Municipal Court charges; and

WHEREAS, the City of Wapato is willing to provide jail services for Yakima prisoners through 2010 in accordance with the terms and conditions of the attached Interlocal Jail Agreement; and

WHEREAS, the City of Wapato and the City of Yakima have had prior agreements for such purpose with the most recent expiring on December 31, 2009; and

WHEREAS, the City Council of the City of Yakima deems it to be in the best interest of the City of Yakima to enter into the attached Interlocal Jail Agreement with the City of Wapato for the provision of jail services, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager of the City of Yakima is hereby authorized and directed to execute the attached and incorporated "Interlocal Jail Agreement City of Wapato – City of Yakima" for the provision of jail services.

ADOPTED BY THE CITY COUNCIL this 19th day of January, 2010.

/s/ Micah Cawley
Micah Cawley, Mayor

ATTEST:

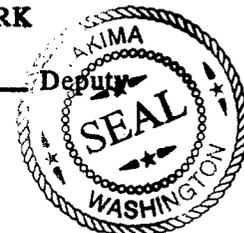
/s/ Deborah Kloster
City Clerk

Certified to be a true and correct copy of the original filed in my office.

CITY CLERK

By

Linda Watkins





**City of Yakima
Police Department**

Samuel Granato, Chief of Police

200 South Third Street
Yakima, Washington 98901

Telephone: (509) 575-6200 • Fax (509) 575-6007



April 6, 2010

Mayor Jesse Farias
City of Wapato
205 East Third Street
Wapato WA 98951-1326

RECEIVED
APR 08 2010
CITY OF WAPATO

Dear Mayor Farias:

Enclosed please find two copies of the Interlocal Corrections/Detention Agreement between the City of Yakima and the City of Wapato. Please sign and return one copy to my attention at the following address:

Yakima Police Department
200 South 3rd Street
Yakima WA 98901
Attn: Terri Croft

The other copy is for your records.

Please feel free to contact me at (509) 575-6178 if I may be of any assistance.

Sincerely,

Terri Croft
Administrative Assistant to the Chief of Police





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

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

May 4, 2010

Terri Croft
City of Yakima
200 S Third Street
Yakima WA 98901

Dear Terri;

Here are the executed copies of your detention interlocal agreement with the City of Wapato. I have included a copy of our resolution for your records. A copy will be forwarded to Sgt. Benschoter.

Sincerely

Sue Pearson, Clerk-Treasurer
spearson@wapato-city.org

cc Sgt Benschoter
Enclosures



Council meets on the first and third Monday of each month.