

## INTERLOCAL CORRECTION/DETENTION AGREEMENT

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

### I. RECITALS

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

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 Zillah to provide for the care and custody of prisoners who were arrested and/ or detained for a violation of the Zillah 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 contracting and sharing of correction/detention facilities between local governments.

### II. AGREEMENT

Therefore, in consideration of the mutual covenants, payments, conditions and promises herein, the parties mutually agree as follows:

1. **Definitions.** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this agreement:

1.1 "Jail" means a Wapato City operated facility primarily designed, staffed, and used for the housing of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of the execution of this agreement, "Jail" includes the Wapato City Jail.

1.2 "Booking" means the process in which a person's personal data is recorded, a person's identity is confirmed, charges against the person are entered into an inmate management system, medical screening is conducted, and the legal basis to hold the person is established.

1.3 "Accepted" means that a person who is presented for Booking has met the minimum criteria necessary for Wapato to complete Booking, and Booking has been completed.

1.4 "Zillah Inmate" means a person accepted by the Jail because the person has been arrested, caused to be arrested, or detained by Zillah.

1.5 "Force Majeure" means war, civil unrest, and any natural event outside of the parties' reasonable control, including fire, storm, flood, earthquake or other act of nature.

2. **Term.** The term of this Agreement shall commence on January 1, 2013

, 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<sup>15</sup> of this Agreement. All acts and performance prior to the execution of this Agreement, but after the effective date of this Agreement, and consistent with this Agreement are hereby ratified and confirmed by the parties. This Agreement shall supersede all previous contracts and agreements between the parties relating to the Jail and jail services.

3. **Incarceration.** Provided that there is available jail/detention facility space, Wapato shall accept and incarcerate Zillah prisoners that are eighteen (18) years and older, and who were arrested and/or detained by Zillah police officers for a violation of the Zillah 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 Zillah by Wapato shall be subject to all rules and regulations of Wapato and the Wapato Jail governing its jail facility, including Wapato Jail's visitation rules and regulations. Wapato retains the right to refuse to incarcerate and/or provide any other services to Zillah prisoners, who, as determined by Wapato, constitute a security risk or who are arrested, held or detained by Zillah for any violent crime. Female prisoners of Zillah will be accepted for incarceration by Wapato.

4. **Compensation.** Zillah agrees to pay Wapato each month the sum of forty dollars (\$40.00) per day for each Zillah 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 Zillah 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, upon 60 days prior notification of said increase.

5. **Billing.**

5.1 Wapato shall transmit billings to Zillah monthly. Within forty-five days after receipt, Zillah shall pay the full amount billed. If Zillah fails to pay a billing within forty-five days of receipt, Wapato will notify Zillah of its failure to pay and Zillah shall have ten days to cure nonpayment. In the event Zillah fails to cure its nonpayment, Zillah shall be in material breach of this Agreement and Wapato will no longer be required to house Zillah Inmates at the Jail, at its sole discretion, and, at Wapato's request, Zillah will remove Zillah Inmates already housed in the Jail within thirty days. Thereafter, Wapato, at its sole discretion, may decline further Zillah Inmates until all outstanding bills are paid.

5.2 Wapato may charge an interest rate equal to the interest rate on the monthly investment earnings of the City on any billing amount not paid by Zillah within forty-five days of receipt of the billing.

5.3 Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately.

6. **Clothing and Bedding.** Wapato agrees to provide each Zillah prisoner with necessary or appropriate clothing and to provide each prisoner with a booking kit.

7. **Booking Procedure.** Zillah prisoners shall be booked according to the procedures and policies of Wapato and the Wapato Jail. Prisoners' personal property shall be held by Wapato and be transported with each prisoner to the Jail. Wapato shall complete the necessary forms when placing Zillah Inmates into the Jail. Booking will not be effective until Zillah has delivered any copies of all Zillah inmate records pertaining to the inmate's incarceration elsewhere, including a copy or summary of each inmate's medical records held by Zillah or its agent. Zillah Inmates may be rejected by Wapato for placement where Booking indicates injury, disease, or mental illness beyond the ability of the Jail to treat, or where the condition presents a danger of harm to the Zillah Inmate or other inmates in the Jail, as determined by Wapato.

8. **Prisoner Delivery and Notification.** Wapato shall be responsible for pickup and transport of Zillah prisoners sentenced over 30 days 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 Zillah with a monthly list of Zillah prisoners housed during the billing month. For prisoners who are sentenced to under 30 days to Wapato jail facilities, Zillah is responsible for pickup, transport and return of Zillah prisoners. In the event Wapato pays to have Zillah prisoners picked up or returned due to incarceration under this Agreement, Zillah shall be billed, and Zillah shall pay, the actual costs of transporting Zillah prisoners.

9. **Court Appearances.** Zillah 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.

10. **Medical Treatment.**

10.1 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 Zillah; provided, however, that Wapato shall pay for any medical expenses that are directly caused by the negligence of its officers and/or agents.

10.2 Wapato shall notify the Zillah Police Department by whatever communication system available (telephone, radio, etc.) if a Zillah 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. Zillah shall reimburse Wapato for all such medical and transportation costs.

10.3 Wapato shall immediately notify the Zillah Police Department in writing if a Zillah 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 Zillah. 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.

**11. Discipline.** Zillah Inmates shall be subject to the disciplinary authority of the Wapato Jail in accordance with Jail procedures and rules applicable to inmates.

**12. Removal.** When requested to do so by Wapato, Zillah shall remove any Zillah Inmate within twenty-four hours.

**13. Inmate Volunteer Opportunities.** Wapato generally offers to all inmates, including Zillah Inmates, the opportunity to volunteer while serving jail time. Volunteer opportunities may be inside, or outside of the Jail. Outside volunteer opportunities are supervised. All volunteers are required to sign a volunteer form. If at any time Zillah does not wish to allow its inmates to participate in volunteer opportunities, it may so state in writing to the Wapato Jail, and Wapato will cease allowing Zillah Inmates to volunteer.

**14. Indemnification and Hold Harmless.**

14.1 Wapato agrees to hold harmless, indemnify, and defend Zillah, 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.

14.2 Zillah 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 Zillah, its elected officials, officers,

employees, and agents in connection with or incidental to the performance or non-performance of this Agreement.

14.3 In the event that the officials, officers, agents, and/or employees of both Wapato and Zillah 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).

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

15. **No Insurance.** It is understood Zillah does not maintain liability insurance for Wapato and/ or its employees.

16. **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.

17. **Implementation.** The chief officer of the Zillah 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 Zillah and Wapato for resolution as necessary.

18. **Termination.** Either party may terminate this Agreement, with or without cause, by providing the other party with thirty (30) days written notice of termination.

19. **Property.** It is not anticipated that any real or personal property would be acquired or purchased by the parties solely because of this Agreement.

20. **Legal Requirements.** Both parties shall comply with all applicable federal, state, and local laws in performing this Agreement. Zillah and Wapato are equal opportunity employers.

21. **Nondiscrimination Provision.** During the performance of this Agreement, Zillah 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.

22. **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 Zillah. 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.

23. **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.

24. **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.

25. **Force Majeure.** In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

26. **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.

27. **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  
ZILLAH POLICE DEPARTMENT  
*PO Box 475*  
ZILLAH, WA.

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.

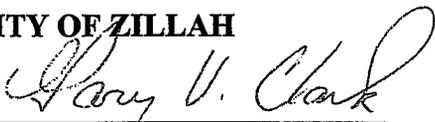
28. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

29. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

30. **Council Approval.** Wapato's obligations under this Agreement are subject to official City Council approval.

31. **Filing with County Auditor.** A copy of this Agreement shall be filed with the Yakima County Auditor's Office, or alternatively posted on the City of Wapato's internet website, pursuant to RCW 39.34.040.

**CITY OF ZILLAH**



\_\_\_\_\_  
Mayor

**CITY OF WAPATO**

\_\_\_\_\_  
Mayor Jesse Farias

ATTEST



\_\_\_\_\_  
City Clerk

ATTEST

\_\_\_\_\_  
Sue Pearson City Clerk

City Contract No. \_\_\_\_\_

Resolution No. 2013-12



# The City Of Zillah

THE HEART OF WINE COUNTRY

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April 3, 2013

Sue Pearson  
City of Wapato  
205 E. Third Street  
Wapato WA 98951

RE: Interlocal Corrections/Detention Agreement

Dear Sue,

I've enclosed two signed copies of the above referenced agreement that was approved by Zillah City Council on April 1, 2013. Please collect the appropriate signatures and mail one back to me for our files.

Thank you.

Please feel free to contact me with any questions.

Sincerely,

Sharon Bounds  
City Clerk/Treasurer

Enclosures

SB/lk

**RESOLUTION No. 2013-12**

A RESOLUTION APPROVING AN INTERLOCAL CORRECTION/DETENTION AGREEMENT BETWEEN CITY OF ZILLAH AND CITY OF WAPATO RELATING TO THE UTILIZATION OF WAPATO DETENTION FACILITIES.

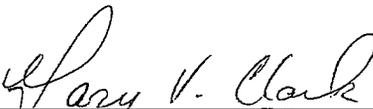
WHEREAS, the City of Zillah wishes to utilize the detention facilities maintained by Wapato and to compensate Wapato for the care and custody of jail prisoners of Zillah arrested and/or detained for violation of the Zillah Municipal Code and adopted portions of the Revised Code of Washington; and,

WHEREAS, the Interlocal Correction/Detention Agreement with the city will be fulfilled in accordance to the signed agreement between the City of Zillah and the City of Wapato.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ZILLAH, WASHINGTON, DOES HEREBY APPROVE AS FOLLOWS:**

1. The City Council authorizes the Interlocal Correction/Detention Agreement (attached as exhibit A) between the City of Zillah 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.

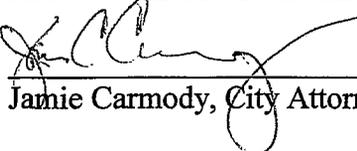
ADOPTED BY THE CITY COUNCIL OF THE CITY OF ZILLAH, WASHINGTON,  
this 1<sup>st</sup> day of April 2013.

  
\_\_\_\_\_  
Gary Clark, Mayor

ATTEST:

  
Sharon Bounds, City Clerk/Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jamie Carmody, City Attorney

# Exhibit A