INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WAPATO AND THE CITY OF ZILLAH
RELATING TO THE USE OF INMATE VOLUNTEERS

THIS IS AN AGREEMENT made and entered into this 6th day of February, 2012 between the City of Wapato, Washington, a municipal corporation of the State of Washington, which may hereinafter be referred to as "Wapato" and the City of Zillah, Washington, a municipal corporation of the State of Washington, which may hereinafter be referred to as "Zillah".

WHEREAS, Wapato operates a correctional facility for the purpose of housing, educating and training persons convicted of criminal offenses;

WHEREAS, Wapato provides contract jail services to Zillah for care and custody of prisoners that are arrested and/or convicted of criminal offenses;

WHEREAS, Wapato and Zillah agree that inmates in the Wapato Correctional Facility are best served when provided work opportunities, allowing inmates opportunities to better themselves and remain on good behavior;

WHEREAS, Wapato and Zillah find that it is in the public interest to utilize inmate volunteers for community projects;

WHEREAS, such agreements are authorized and provided for by the provisions of Chapter 39.34 RCW;

NOW THEREFORE, Wapato and Zillah agree as follows:

1. **General Purpose:** Wapato will make available inmate volunteers that are housed in the Wapato Correctional Facility to Zillah for the purpose of providing work on community projects.

2. **Definitions:**

   Inmate Volunteer, hereinafter referred to as a "volunteer" is a person convicted of a criminal act and confined with the Wapato Correctional Facility by a court of competent jurisdiction.

   City Official is a person that is a full time employee of the City and may include a Police Officer, Fire Official or Public Volunteers Employee.

   Jail Administrator is the person designated by Wapato as the person responsibility for administration of the Wapato Correction Facility.

3. **Volunteer Requests:** Zillah will contact Wapato and request volunteers on a daily basis. Wapato has the right to allow or refuse the request based on the

availability of acceptable inmates that are housed within the correction facility at the time of the request. Wapato will generally rotate the volunteers between locations to prevent volunteers from becoming overly comfortable in a specific environment and potentially increasing the risk of escape by the volunteer.

A. Zillah may request a specific inmate volunteer for a longer period of time when Zillah is conducting a specific job function or service that would be completed more effectively by the same volunteer (s). Wapato will have the final decision about which volunteers and the number of volunteers being provided.

B. Inmates must volunteer for work details. Any volunteer may refuse to work or refuse to continue working at any time. In the event that a volunteer refuses to continue working, Zillah will immediately return the volunteer to the Wapato Correctional Facility.

C. Inconsideration of volunteer labor, the City of Zillah agrees to allow use of the training facility located on Bailey Road owned and operated by the City of Zillah. City of Wapato Police Chief will coordinate with the Zillah Police Chief for use of the facility. Wapato personnel shall be responsible for following the facility rules provided by the City of Zillah.

4. **Number of Volunteers Allowed:** As a contract agency, Zillah will be allowed between one and three volunteers on a daily basis, depending the availability of volunteers as outlined above. If additional volunteers are needed for larger events or specific job tasks, a request may be made to the Jail Administrator one week in advance of the date the volunteers are needed.

5. **Volunteer Selection:** Wapato agrees to pre-screen volunteers to reasonably insure that violent or dangerous offenders are not assigned as volunteers.

6. **Tasks to be Performed by Volunteers:** Volunteers may be asked to perform general labor, such as painting, building, mowing, weeding or trash clean up.

7. **Tasks or Labor Prohibited by Volunteers:** Volunteers shall not drive any motorized vehicle, including riding lawnmowers, tractors, or forklifts.

8. **Volunteer Hours:** Volunteers are limited to an absolute maximum of 12 hours of work per day. Volunteers will only be allowed to work for more than eight (8) hours per day when a written request is provided to the Jail Administrator in advance and has approved the request.

A. Volunteers must be picked up at the Wapato Correctional Facility by a City Official between 0800 and 1700 hours. The volunteer must be returned to the Wapato Correctional Facility between 0800 and 1700 hours unless different times are authorized in advance by the Jail Administrator.

B. Volunteers will provided one ten (10) minute break after every two hours of work and one thirty (30) minute lunch period when the volunteer is on-site for six (6) hours or more.

C. Contract city shall provide each volunteer with a lunch.

9. **Supervision:** Zillah will provide continuous supervision of volunteers by a City Official for volunteers in their custody. Zillah, through its police department, will file escape charges on any volunteer that escapes through the Yakima County Prosecuting Attorney.

10. **Termination of Volunteers:** Wapato may terminate the status of volunteers at any time without cause.

A. Zillah may return any volunteer at any time to the Wapato Correctional Facility.

B. Volunteers that fail to act in an appropriate manner or refuse to work will be returned immediately to the Wapato Correctional Facility. The Jail Administrator will be advised of any inappropriate action(s) by any volunteer.

C. When supervision is being maintained by a City Official other than a police officer, the supervisor shall notify the Zillah Police Department, which shall take custody of the volunteer and insure their return to the Wapato Correctional Facility.

11. **Personnel, Equipment and Costs:** Each party to this agreement shall be responsible for their own personnel, equipment and costs incurred under this agreement. It is not anticipate or intended that any real or personal property will be jointly acquired or purchased because of this agreement.

12. **Legal Requirement:** Both parties shall comply with all applicable federal, state and local laws in performing this agreement.

13. **Implementation:** The chief officer of the Wapato Police Department and of the Zillah 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 Wapato and Zillah for resolution as necessary.

14. **Provisions for Termination of this Agreement:** Either party may terminate this agreement, with or without cause, by providing the other party thirty (30) day written notice of termination.

15. **Term:** The term of this agreement shall commence on January 1st 2012 and may be terminated by either party in accordance with section 14 of this agreement.

16. **Disclaimer of Liability and Hold Harmless:**

A. Wapato agrees to hold harmless, indemnify, and defend Zillah, 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. Zillah 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 Zillah Custody) which results 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.

C. In the event that 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).

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

PARTIES TO AGREEMENT:

City of Zillah

Gary V. Clark

Gary Clark Date
Mayor

Attest:

City of Wapato

Jesse Farias Date
Mayor

Attest:

Sharon Bounds

Sharon Bounds
City Clerk / Treasurer

Sue Pearson
City Clerk

The City Of Zillah
THE HEART OF WINE COUNTRY

RECEIVED
FEB 09 2012
By

February 8, 2012

Sue Pearson
City of Wapato
205 East 3rd Street
Wapato, WA 98951

RE: Interlocal Agreement/Inmate Volunteers

Dear Sue,

I've enclosed two (2) signed copies of the above referenced agreement that was approved by Zillah City Council on February 6, 2012. Please collect the appropriate signatures and send one (1) copy back to me for our files. Thank you.

Please feel free to contact me with any questions.

Sincerely,

Sharon Bounds

Sharon Bounds
Clerk/Treasurer

Enclosures

Phone (509) 829-5151 Fax (509) 829-5475 P.O. Box 475 Zillah Washington 98953 www.cityofzillah.us

RESOLUTION No. 2012-10

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN CITY OF WAPATO AND THE CITY OF ZILLAH RELATING TO THE USE OF INMATE VOLUNTEERS.

WHEREAS, the City of Zillah has need for usage of the Trustees from the Wapato Detention Center; and,

WHEREAS, the interlocal 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 agreement 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 6th day of February 2012.

Gary V. Clark

Gary Clark, Mayor

ATTEST:

Sharon Bounds

Sharon Bounds, City Clerk/Treasurer

APPROVED AS TO FORM:

Jamie Carmody, City Attorney

Date passed by Council: