

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 SELAH ("Selah") ("Contractor") shall modify and amend the Jail Contract dated December 9, 2009, and the Interlocal Agreement Between the City of Wapato and the City of Selah, 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 9, 2009 and the Interlocal Agreement Relating to the Use of Inmate Workers, dated December 9, 2009, 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.

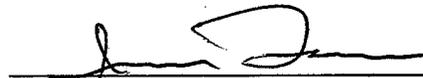
- B. Contractor agrees to hold harmless, indemnify, and defend Wapato, its elected officials, officers, employees, and agents from and against all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims 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 Selah 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 9, 2009 and the Interlocal Agreement Relating to the Use of Inmate Workers dated December 9, 2009 shall remain the same, except the section noted in paragraphs 1 and 2 of this Modification.

DATED this 9th day of December, 2010.

CITY OF WAPATO



Mayor Jesse Farias 1-18-2011

Attest:



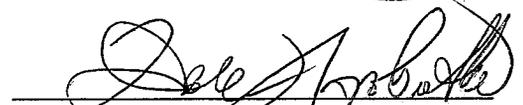
Sue Pearson, City Clerk/Treasurer

CITY OF SELAH



Mayor Robert Jones

Attest:



Dale Novobielski, City Clerk/Treasurer

RESOLUTION NO. 2128

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE JAIL CONTRACT BETWEEN THE CITY OF SELAH AND THE CITY OF WAPATO AND THE INTERLOCAL AGREEMENT RELATING TO THE USE OF INMATE WORKERS BETWEEN THE CITY OF SELAH AND THE CITY OF WAPATO

WHEREAS, the City of Selah and the City of Wapato entered in agreements for incarceration of prisoner and for the use of inmate workers;

WHEREAS, it is the desire of the Cities to amend each of the agreements with respect to indemnification and hold harmless provisions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor is authorized to sign an amendment to the above-mentioned agreements, a copy of which is attached hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14th day of December, 2010.


Robert L. Jones, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Bob Noe, City Attorney

RESOLUTION NO. 2128

RESOLUTION NO. 2011-07

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WAPATO, WASHINGTON APPROVING
2011 MODIFIED USE OF INMATE INTERLOCAL
AGREEMENT WITH THE CITY OF SELAH.

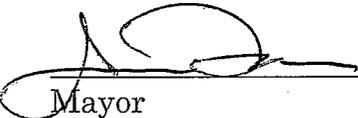
WHEREAS, the city of Selah has need for usage of the jail trustees, and

WHEREAS, the modified agreement with the city will be fulfilled in accordance to the signed modified agreement and original agreements 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 modified interlocal agreement between the city of Selah 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 28TH day of January, 2011.



Mayor

ATTEST:



Susan Pearson, Clerk-Treasurer

APPROVED AS TO FORM:



Sara Watkins, City Attorney



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

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Phone: 509.877.2334
Fax: 509.877.3979

January 21, 2011

Dale Novobielski
City of Selah
115 W Naches Ave
Selah WA 98942

Dear Dale;

The Wapato City Council has passed the enclosed agreement on January 18, 2011.

I am sending you an executed copy of the interlocal agreement along with a copy of the resolution. A copy of it has been given to Sgt Bencoter for his files.

Sincerely

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

Enclosures

cc: Sgt Bencoter



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