

AGREEMENT FOR USE OF INMATES FOR VOLUNTEER SERVICES

This Agreement is entered into between the WAPATO FOOD BANK, a non-profit entity operating in the City of Wapato as a charitable community service organization, and the CITY OF WAPATO, a municipal corporation.

WHEREAS, the WAPATO FOOD BANK, is a non-profit organization serving the needs of those less fortunate by providing free food to those in need in the City of Wapato; and

WHEREAS, the WAPATO FOOD BANK, is in need of volunteers to help with food bank activities, including, but not limited to, packaging, distributing, and doing various activities to aid in the collection and distribution of food to those in need; and

WHEREAS, the CITY OF WAPATO operates a municipal jail wherein persons are incarcerated for committing misdemeanors and gross misdemeanors; and

WHEREAS, certain inmates of the Wapato Municipal Jail are allowed, upon the discretion of the jail staff, to volunteer their time during the day to community service related activities; and

WHEREAS, the WAPATO FOOD BANK, would like to use Wapato Municipal Jail inmates who agree to volunteer, to help with operations at the WAPATO FOOD BANK,

Now, therefore, it is hereby agreed as follows:

1. WAPATO FOOD BANK may use inmates who fill out and sign the Wapato Inmate Volunteer form from the Wapato Municipal Jail. The inmates may be chosen on the day of volunteering by WAPATO FOOD BANK, but must be approved by the Jail Sergeant on duty. WAPATO FOOD BANK may not discriminate based on race, color, creed, religion, gender, or sexual orientation when choosing inmates to volunteer at the WAPATO FOOD BANK.
2. At all times, from the time of pick-up, through the time of drop-off, WAPATO FOOD BANK, is responsible for the control and supervision of the volunteer inmates. There must be direct supervision of volunteer inmates at all times during the volunteer opportunity.
3. WAPATO FOOD BANK is responsible for providing volunteer inmates with reasonable breaks for meals and general break time where appropriate. If the volunteer inmate volunteers for over five hours, or over the general lunch hour of noon to 1:00 p.m., a meal must be provided by WAPATO FOOD BANK. In no event shall volunteers be away from the Wapato Municipal Jail for more than eight hours.

4. WAPATO FOOD BANK shall provide adequate supervised transportation to and from the Wapato Municipal Jail for the volunteer inmates. WAPATO FOOD BANK shall hold an adequate insurance policy on all vehicles used for transportation of volunteer inmates.

5. WAPATO FOOD BANK agrees to protect, defend, indemnify, and hold harmless CITY OF WAPATO, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, claims for wages or benefits, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) resulting from or arising out of, or related in any way to volunteer activities of inmates under this Agreement, and 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 FOOD BANK, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Agreement, including all claims by volunteer inmates due to activities performed as a result of this Agreement.

6. WAPATO FOOD BANK agrees and acknowledges that it is a non-profit organization operating under the laws of the State of Washington and relies upon volunteers to perform certain activities for which there is no budget or money to pay a full or part time employee. Volunteer inmates will not replace paid employees at the WAPATO FOOD BANK.

7. WAPATO FOOD BANK understands that inmates may choose not to work, even though chosen for volunteer activities for the day. In the event the volunteer inmate determines he or she no longer wishes to volunteer for WAPATO FOOD BANK, it shall return the volunteer inmate to the Wapato Municipal Jail immediately.

8. WAPATO FOOD BANK shall notify the Jail Sergeant upon return of the inmates of any issues, problems, or other negative occurrences during the volunteer activity.

9. WAPATO FOOD BANK acknowledges that it has no right to utilize volunteer inmates and at any time the CITY OF WAPATO and the Wapato Municipal Jail may deny WAPATO FOOD BANK the right to use volunteer inmates for its activities.

10. This Agreement may be terminated at any time by either party.

11. In the event there is an emergency concerning one of the volunteer inmates, WAPATO FOOD BANK shall contact the CITY OF WAPATO Jail Sergeant on duty immediately.

12. WAPATO FOOD BANK agrees that a volunteer inmate shall not drive any motorized vehicle, including riding lawnmowers, tractors, or forklifts.

13. If there is a dispute over the terms and conditions outlined in this Agreement, the parties shall submit that dispute to an arbitrator. The non-prevailing party shall be responsible for payment of the prevailing party's attorneys' fees and costs, including any fees and costs on appeal. Venue for any action is Yakima County.

14. If any provision in this Agreement is found to violate law, the remainder of the Agreement shall not be affected.

DATED this 18th day of January, 2010.

CITY OF WAPATO

WAPATO FOOD BANK



Mayor Jesse Farias
205 E. Third Street
Wapato, WA 98951

Roy Cardenas 118 Ivy St

Print Name:
Print Address:

Approved by Resolution No.: R 2011-06

ATTEST:



Susan P. Pearson
Clerk-Treasurer

RESOLUTION NO. 2011-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON APPROVING USE OF TRUSTEE AGREEMENT WITH WAPATO FOOD BANK.

WHEREAS, Wapato Food Bank have need for usage of the Trustees from our Detention Center; and

WHEREAS, the agreement with Wapato Food Bank will be fulfilled in accordance to the signed agreement between the City of Wapato and Wapato Food Bank,

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

1. The City Council authorizes the agreement between Wapato Food Bank 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 18th day of January, 2011.



Mayor

ATTEST:



Susan P. Pearson, Clerk-Treasurer

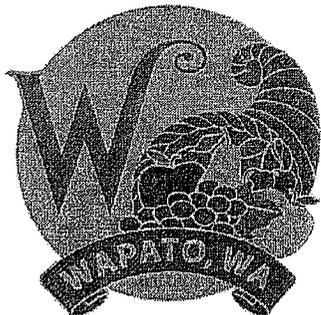
APPROVED AS TO FORM:



Sara Watkins, City Attorney

1st Touch Date: 1-3-11

2nd Touch Date: 1-18-11



COUNCIL AGENDA ITEM: Contracts:
Campbell Farms, Wapato food Bank, Selah
and Zillah

MEETING DATE: 01-03-2011

SUBJECT: Contracts- Inmate Use

PREPARED BY: Bruce Benscoter

APPROVED BY: Chief Sanchez

RECOMMENDATION AND MOTION:

Approve Contracts

SUMMARY:

HOUSING WAPATO INMATES

ALTERNATIVES:

Do not approve

FISCAL IMPACT:

More money for city.



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

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

January 21, 2011

Roy Cardenas
Wapato Food Bank
118 Ivy St
Wapato WA 98951

Dear Mr. Cardenas;

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

I am sending you the executed agreement along with a copy of the resolution. A copy of the agreement has been given to Sgt Bencoter.

Sincerely

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

Enclosures
cc: Sgt Bencoter



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