

INTERLOCAL CORRECTION/DETENTION AGREEMENT

This Correction/Detention Agreement is made and entered into by and between the City of Fife, and the City of Wapato.

I. RECITALS

WHEREAS, it is the desire and intent of the City of Fife, through its police department, to utilize the detention facilities maintained by the City of Wapato, and to compensate the City of Wapato therefore, pursuant to the terms of this Agreement, for the care and custody of jail prisoners of the City of Fife arrested and/or detained for a violation of the City of Fife Municipal Code and adopted portions of the Revised Code of Washington, and prisoners from other jurisdictions with which City of Fife has contracted to provided jail services.

WHEREAS, in accordance with the terms and conditions herein, and where it is not an undue burden, the City of Wapato desires to make its jail facilities available for the City of Fife through the City of Fife Police Department, to provide for the care and custody of prisoners who were arrested and/ or detained for a violation of the City of Fife Municipal Code and adopted portions of the Revised Code of Washington, and prisoners from other jurisdictions with which City of Fife has contracted to provided jail services.

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 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 10/24, 2013 ("Commencement Date"), 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 of this Agreement.

2. **Incarceration.** The City of Wapato shall accept and incarcerate the City of Fife prisoners that are eighteen (18) years and older, and who were arrested and/or detained by the City of Fife police officers for a violation of the City of Fife Municipal Code and adopted portions of the Revised Code of Washington, and prisoners from other jurisdictions with which City of Fife has contracted to provided jail services (hereinafter sometimes referred to collectively as "Fife Inmates"). Beginning on the Commencement Date, City of Wapato shall provide City of Fife guaranteed jail space for 25 prisoners per day. City of Wapato shall accept and house additional City of Fife prisoners on a space-available basis. The City of 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 the City of Fife by the City of Wapato

shall be subject to all rules and regulations of the City of Wapato governing its jail facility, including the City of Wapato's visitation rules and regulations. The City of Wapato retains the right to refuse to incarcerate and/or provide any other services to the City of Fife prisoners, who, as determined by the City of Wapato, constitute a security risk or who are arrested, held or detained by the City of Fife for any violent crime. Female prisoners of the City of Fife will be accepted for incarceration by the City of Wapato.

City of Fife Inmates shall be subject to the disciplinary authority of the Wapato Jail in accordance with Jail procedures and rules applicable to inmates. Wapato can return any prisoner to Fife on twenty four hours notice if the prisoner constitutes a security risk as determined by the City of Wapato.

3. **Inmate Volunteer Opportunities.** Wapato generally offers to all inmates, including Fife 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 Fife 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 Fife Inmates to volunteer.

4. **Compensation.** The City of Fife agrees to pay Wapato \$410,626.00 per year for the rental of 25 beds in the Wapato City Jail at a rate of \$45.00 per day. Payment will be made in equal monthly installments of \$34,218.75 per month. If for any reason Wapato is unable to meet its 25 bed prisoner housing requirement, Wapato agrees to give the City a credit in the amount of \$45.00 per person per day for each day that the 25 beds were not available to the City. The credit shall be reflected on the next month's bill to the City.

"Monthly Guaranteed Bed-Days" shall mean 25 times the number of days in the calendar month (for example, January will have 775 Guaranteed Bed-Days). Any beds occupied by a City of Fife prisoner in a calendar month in excess of the Monthly Guaranteed Bed-Days, will also cost forty five dollars (\$45.00) per day for each City of Fife prisoner incarcerated in Wapato jail facilities pursuant to the terms of this Agreement. Each credit given for bed unavailability as set forth above, shall count as a bed-day used for purposes of calculating the additional payment. (Example: Fife prisoners actually occupy 770 bed-days in January. Wapato gave Fife a credit of 10 bed-days because on two days only 20 beds were available to house Fife prisoners. Fife thus owes Wapato \$225 for five additional bed-days in January (\$45 x 5), but gets a credit of \$450 (\$45 x 10) reflected on the next month's bill.

Except as provided for herein, rates shall remain unchanged until December 31, 2016. Should the City of Wapato increase rates for 2017, they shall notify the City of Fife of the new rate schedule 120 days in advance of said increase. Any part of the day, beyond six (6) hours, shall be considered a full day. The City of Wapato will invoice the City of Fife by the 10th of each month. Payment shall be made within 30 days of receipt. 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 the City of Fife notifies the City of Wapato that the prisoner is to be released or until the sentence has been served by the prisoner.

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5. **Clothing and Bedding.** The City of Wapato agrees to provide each the City of Fife prisoner with necessary or appropriate clothing and to provide each such prisoner with a booking kit.

6. **Booking Procedure.** The City of Fife prisoners shall be booked according to the procedures and policies of the City of Wapato. Prisoners' personal property shall be held by the City of Wapato and be transported with each prisoner to the City of Wapato jail facility.

7. **Prisoner Delivery and Notification.** The City of Wapato shall be responsible for pickup and return of the City of Fife prisoners at the Fife Police Department, or other place mutually agreed upon by the parties, and transport them to the City of Wapato jail facilities a minimum of once per week as requested. No person who appears to be sick or injured shall be accepted for incarceration in Wapato jail facilities until he or she has received proper medical attention. The City of Wapato shall provide the City of Fife with a monthly list of the City of Fife prisoners housed during the billing month.

8. **Court Appearances.** The City of Fife shall be responsible for arranging court appearances for its prisoners and shall, whenever necessary for court appearances, arrange to take custody of such prisoners. Without placing undue burden on either city, the City of Fife and the City of Wapato will work in conjunction to redeliver such prisoners to the appropriate facility.

9. **Medical Treatment.** The City of 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, at no additional cost to the City of Fife. All other 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 the City of Fife; provided, however, that the City of Wapato shall pay for any medical expenses that are directly caused by the negligence of its officers and/or agents.

The City of Wapato shall notify the City of Fife Police Department by whatever communication system available (telephone, radio, etc.) if a City of Fife prisoner requires emergency medical or dental treatment and obtain preapproval from a Fife PD supervisor. The City of Wapato shall immediately transport the prisoner to an appropriate health care facility for emergency medical or dental treatment. The City of Fife shall reimburse the City of Wapato for such transportation costs.

The City of Wapato shall immediately notify the City of Fife Police Department in writing if a City of Fife 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 the City of Fife. The City of 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.

10. Indemnification and Hold Harmless.

a. The City of Wapato agrees to hold harmless, indemnify, and defend the City of Fife, 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 the City of Wapato Custody) which result from or arise out of the sole negligence of the City of Wapato, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of this Agreement.

b. The City of Fife agrees to hold harmless, indemnify, and defend the City of 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 the City of Fife, 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 the officials, officers, agents, and/or employees of both the City of Wapato and the City of Fife 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.

11. No Insurance. It is understood the City of Fife does not maintain liability insurance for the City of Wapato and/ or its employees.

12. 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.

13. Implementation. The chief officer of the City of Fife 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 the City of Fife and Wapato for resolution as necessary.

14. Termination. Either party may terminate this Agreement, with or without cause, by providing the other party with ninety (90) days written notice of termination.

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

16. **Equal Opportunity.** The City of Fife and the City of Wapato are equal opportunity employers.

17. **Nondiscrimination Provision.** During the performance of this Agreement, the City of Fife and the City of 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.

18. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the City of Wapato to any other person or entity without the prior written consent of the City of Fife. 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 City of Wapato as stated herein.

19. **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.

20. **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.

21. **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.

22. **Integration and Supercession.** 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.

23. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

TO FIFE: POLICE CHIEF
THE CITY OF FIFE POLICE DEPARTMENT
3737 PACIFIC HIGHWAY EAST
FIFE, WA 98424

TO WAPATO: POLICE CHIEF
WAPATO 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.

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

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

26. **Resolution.** The City Council of each party shall adopt a resolution authorizing execution of this agreement. Both parties' obligations under this Agreement are subject to official City Council approval.

27. **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 FIFE

David K. Zabell

ATTEST

Carol Etgen

CITY OF WAPATO

Mayor Jesse Farias

ATTEST

Sue Pearson City Clerk

City Contract No. _____

Resolution No. 1539

Tracy Rosenow
Chief of Police
City of Wapato
205 S. Simcoe
Wapato Wa. 98951

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. 2013-23

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WAPATO, WASHINGTON APPROVING 2013
INTERLOCAL CORRECTION/DETENTION
AGREEMENT BETWEEN THE CITY OF WAPATO
AND THE CITY OF FIFE.

WHEREAS, the City of Fife has a need for usage of the jail facilities maintained by the City and the City has capacity to enter into an agreement with the City of Fife for jail beds at the Wapato Jail; and,

WHEREAS, the City of Wapato agrees to allow the City of Fife to send its prisoners, and prisoners from other cities that contract with the City of Fife under separate agreements, to the Wapato City Jail pursuant to the terms and conditions of the agreement; and,

WHEREAS, the agreement between the City of Fife and the City of Wapato will be fulfilled in accordance to the signed agreement; and,

WHEREAS, the City Council of the City of Wapato finds it is in the best interests of the residents of the City of Wapato to enter into this contract for jail services;

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

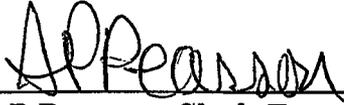
1. The City Council authorizes the Mayor of the City of Wapato to sign the Interlocal Correction/Detention Agreement between the City of Wapato and the City of Fife. A copy of the Agreement is attached hereto as Exhibit "1."
2. This agreement with the city will be fulfilled in accordance to the signed agreement between the City of Wapato and the individual contracting city.

ADOPTED BY THE CITY COUNCIL this 18th day of November, 2013.



Jesse Farias, Mayor

ATTEST:



Susan P Pearson, Clerk-Treasurer

APPROVED AS TO FORM:



Sara Watkins
City Attorney

1st Touch Date: 11-4-13

2nd Touch Date: 11-18-13