

ORIGINAL

RESOLUTION 2011 - 05

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
AMENDMENT NO. 1 TO THE INTERLOCAL JAIL AGREEMENT
WITH THE COUNTY OF KITITAS
(Effective January 1, 2011)**

WHEREAS, the City of Sunnyside has previously entered into a reciprocal correction/detention agreement with the County of Kittitas on November 8, 2010 regarding incarceration of prisoners within the facilities of each entity; and

WHEREAS, the City of Sunnyside and County of Kittitas are empowered to enter into such agreements pursuant to the provisions of Chapters 39.34 and 70.48 RCW; and

WHEREAS, the parties have negotiated a reciprocal correction/detention agreement commencing January 1, 2011; and

WHEREAS, the City Council finds and determines that approval and ratification of such Amendment No. 1 is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF
THE CITY OF SUNNYSIDE, WASHINGTON, as follows:**

SECTION 1. That Amendment No. 1 to the interlocal jail agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside and County of Kittitas, is hereby approved.

SECTION 2. The City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 3. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 24th day of January, 2011.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS & HARPER, LLP
Attorneys at Law

EXHIBIT 'A'

AMENDMENT NO. 1

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND COUNTY OF KITTITAS, WASHINGTON, FOR THE HOUSING OF INMATES**

In accordance with RCW 39.34 and RCW 70.48:

Section 17(a) is hereby repealed and replaced as follows:

17. DEATH OF AN INMATE

(a) In the event of the death of a Kittitas inmate, the Yakima County Coroner shall be notified. Kittitas shall receive copies of any records made at or in connection with such notification.

Section 19 is hereby repealed and replaced as follows:

19. HOLD HARMLESS AND INDEMNIFICATION

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

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE - HOLD HARMLESS AND INDEMNIFICATION

Sunnyside agrees to hold harmless, indemnify and defend Kittitas, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Sunnyside, its officials, its officials, officers, agents, volunteers, or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Kittitas, its officials, agents, officers, employees, or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both Kittitas and Sunnyside 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).

19.2 KITTITAS - HOLD HARMLESS AND INDEMNIFICATION

Kittitas agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of person, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Kittitas, its officials, officers, agents

EXHIBIT 'A'

or employees, in connection with the services required by this agreement, provided however, that:

(c) Kittitas's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(d) In the event that the officials, agents, officers, and/or employees of both Kittitas and Sunnyside 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).

Section 22(f) is hereby repealed and replaced as follows:

22. GENERAL PROVISIONS

(f) Filing. This Agreement shall be filed with the Yakima County Auditor's Office and Kittitas County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source, pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the above and foregoing Amendment has been executed in duplicate by the parties hereto and made effective on the day and year first above written.

CITY OF SUNNYSIDE

KITTITAS COUNTY BOARD OF COUNTY COMMISSIONERS

Mark J. Gervasi, City Manager

Mark McClain, Chair

ATTEST: 

Paul Jewell, Vice-Chair

Deborah A. Estrada, City Clerk

Alan Crankovich, Commissioner

APPROVED AS TO FORM:

Julie Kjorsvik, Clerk of the Board

Menke Jackson Beyer Ehlis and
Harper, LLP, Attorneys at Law

APPROVED AS TO FORM:


