

ORIGINAL

RESOLUTION NO 2011 - 108

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYSIDE,
WASHINGTON, AMENDING RESOLUTION 2011 - 05 AND AUTHORIZING
AMENDMENT NO. 1 TO THE INTERLOCAL JAIL AGREEMENT
BETWEEN THE CITY OF SUNNYSIDE AND KITTITAS COUNTY**

WHEREAS, the City Council of the City of Sunnyside finds and determines that having a contract for the housing of Kittitas County prisoners in the City of Sunnyside jail to be a benefit to the City; and

WHEREAS, on January 24, 2011, the City Council adopted Resolution 2011-05 approving an Interlocal Jail Agreement with Kittitas County, effective from January 1, 2011 to December 31, 2013; and

WHEREAS, Kittitas County has proposed certain amendments to the Interlocal Agreement adopted by Resolution 2011-05; and

WHEREAS, the City Council finds and determines that approving the amendments proposed by Kittitas County is in the best interests of the 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. Resolution 2011-05 approved by City Council on January 24, 2011 is hereby amended, as set forth in the Amendment No. 1 to the Interlocal Agreement between the City of Sunnyside, Washington and the County of Kittitas, Washington, for the Housing of Inmates, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 2. The City Manager is hereby authorized to approve said Amendment No. 1 for and on behalf of the City of Sunnyside, and to prepare, execute and administer all documents and reports necessary or appropriate to accomplish the purposes of the agreement.

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

PASSED this 12th day of September, 2011.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:



MENKE, JACKSON, BEYER, EHLIS & HARPER, LLP
Attorneys for the City of Sunnyside

EXHIBIT "A"

AMENDMENT NO. 1

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

WHEREAS: Sunnyside and Kittitas entered into an interlocal agreement October 19, 2010 for Sunnyside to house Kittitas inmates at an agreed upon rate; and

WHEREAS: Sunnyside and Kittitas wish to modify the interlocal agreement as described below; and

WHEREAS: Section 22(i) of the Interlocal Agreement allows for modifications if they are agreed upon by the Parties and in writing.

NOW THEREFORE, Sunnyside and Kittitas agree to the following modifications:

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, 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) Sunnyside and Kittitas' (Hereinafter "the Parties") obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or

EXHIBIT "A"

resulting from the concurrent negligence or willful misconduct of the Parties or of the Parties and a third party other than an officer, agent or employee of the Parties, shall apply only to the extent of the negligence or willful misconduct of each Party.

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

- (a) 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
- (b) Sunnyside and Kittitas’ (Hereinafter “the Parties”) obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Parties or of the Parties and a third party other than an officer, agent or employee of the Parties, shall apply only to the extent of the negligence or willful misconduct of each Party.

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

Paul Jewell, Chair

ATTEST:

Alan Crankovich, Vice-Chair

Delilah Saenz, City Clerk

Obie O’Brien, Commissioner

EXHIBIT "A"

APPROVED AS TO FORM:

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



Julie Kjorsvik, Clerk of the Board

APPROVED AS TO FORM:

