

1 INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
2 AND CITY OF WAPATO, WASHINGTON, FOR THE HOUSING OF INMATES
3

4 THIS INTERLOCAL AGREEMENT is made and entered into on this 25 day of
5 March 2019 by and between CITY OF WAPATO, Washington,
6 hereinafter referred to as "CITY OF WAPATO", and the City of Sunnyside,
7 Washington, hereinafter referred to as "Sunnyside", each party having been duly
8 organized and now existing under the laws of the State of Washington.

9 WITNESSETH:

10 WHEREAS, Sunnyside and CITY OF WAPATO are authorized by law to have
11 charge and custody of the Sunnyside City Jail and the CITY OF WAPATO prisoners or
12 inmates, respectively; and
13

14 WHEREAS, CITY OF WAPATO wishes to designate Sunnyside as a place of
15 confinement for the incarceration of one or more inmates lawfully committed to its
16 custody; and
17

18 WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such
19 inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the
20 parties hereto; and
21

22 WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes
23 any city to contract with any other city/county to perform any governmental service,
24 activity or undertaking which each contracting city/county is authorized by law to
25 perform; and
26

27 WHEREAS, the governing bodies of each of the parties hereto have determined
28 to enter into this Agreement as authorized and provided for by RCW 39.34.080 and
29 other Washington law, as amended,
30

31 NOW, THEREFORE, in consideration of the above and foregoing recitals, the
32 payments to be made, the mutual promises and covenants herein contained, and for
33 other good and valuable consideration, the parties hereto agree as follows:
34

35 1. GOVERNING LAW

36 The parties hereto agree that, except where expressly otherwise provided, the
37 laws and administrative rules and regulations of the State of Washington shall govern in
38 any matter relating to an inmate(s) confined pursuant to this Agreement.
39

40 2. DURATION

41 This Agreement shall enter into full force and effect from February 1, 2019 and
42 end December 31, 2020, subject to earlier termination as provided by Section 3 herein.
43 This agreement shall be renewed automatically for like successive periods under such
44 terms and conditions as the parties may determine. Nothing in this Agreement shall be
45 construed to require CITY OF WAPATO to house inmates in Sunnyside continuously.

46 3. TERMINATION

1 (a) By either party. This Agreement may be terminated by written notice from
2 either party to the other party and to the State Office of Financial Management as
3 required by RCW 70.48.090 stating the grounds for said termination and specifying
4 plans for accommodating the affected prisoners. The notice must be delivered by
5 regular mail to the contact person identified herein. Termination shall become effective
6 ninety (90) working days after receipt of such notice. Within said ninety (90) days, CITY
7 OF WAPATO agrees to remove its inmate(s) from Sunnyside.

8 (b) By CITY OF WAPATO due to lack of funding. The obligation of CITY OF
9 WAPATO to pay Sunnyside under the provision of this Agreement beyond the current
10 fiscal year is expressly made contingent upon the appropriation, budgeting availability of
11 sufficient funds by CITY OF WAPATO. In the event that such funds are not budgeted,
12 appropriated or otherwise made available for the purpose of payment under this
13 Agreement at any time after the current fiscal year, then CITY OF WAPATO shall have
14 the option of terminating the Agreement upon written notice to Sunnyside, except that
15 all services provided to that point shall be compensated at the agreed rate. The
16 termination of this Agreement for this reason will not cause any penalty to be charged to
17 CITY OF WAPATO.

18 (c) Termination for Breach. In the event CITY OF WAPATO breaches or fails to
19 perform or observe any of the terms or conditions herein, and fails to cure such breach
20 or default within seven (7) days of Sunnyside giving CITY OF WAPATO written notice
21 thereof, or, if not reasonably capable of being cured within such seven (7) days, within
22 such other period of time as may be reasonable in the circumstances, Sunnyside may
23 terminate CITY OF WAPATO's rights under this Agreement in addition to and not in
24 limitation of any other remedy of Sunnyside at law or in equity, and the failure of
25 Sunnyside to exercise such right at any time shall not waive Sunnyside's right to
26 terminate for any future breach or default.

27 (d) In the event of termination of this agreement for any reason, CITY OF
28 WAPATO shall compensate Sunnyside for prisoners housed by Sunnyside after notice
29 of such termination until CITY OF WAPATO retakes its inmates in the same manner
30 and at the same rates as if this agreement had not been terminated.

31
32 4. MAILING ADDRESSES

33 All notices, reports, and correspondence to the respective parties of this
34 Agreement shall be sent to the following:

35
36 To Sunnyside: City of Sunnyside
37 818 E. Edison Avenue
38 Sunnyside, WA 98944
39
40 Primary Contact Person: Scott Bailey, Support Services Commander
41 Secondary Contact: Andrew Gutierrez, Corrections Sergeant
42
43

1 To CITY OF WAPATO:

City of Wapato
205 E 3rd Street
Wapato Wa. 98951

5 Primary Contact Person:
6 Secondary Contact:

Michael Deccio, Sergeant of Police
Michael Campos, Police Officer

8 Notices mailed shall be deemed given on the date postmarked. The Parties shall notify
9 each other in writing of any change of address.

11 5. DEFINITIONS

12 The Parties hereby agree that the following terms shall have the specified
13 meanings unless indicated otherwise herein:

15 (a) Day. A twenty-four hour-long unit of time commencing at 00:00:01 a.m., and
16 ending 23:59:59 p.m.

17 (b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail
18 Inmate Classification System which is modeled after the National Institute of Corrections
19 Jail Classification System:

20 (i) "**Minimum**" classification shall apply to those inmates who
21 present a low risk to staff and the community.

22 (ii) "**Medium**" classification shall apply to those inmates who
23 present a moderate risk to staff and the community.

24 (iii) "**Maximum**" classification shall apply to those inmates who
25 present a substantial risk to staff and the community.

27 6. COMPENSATION

28 (a) Rates. Sunnyside agrees to accept and house CITY OF WAPATO inmates
29 for compensation per inmate at the rate of \$47.00 per day. This includes minimum and
30 medium classification inmates. The parties agree that Sunnyside will not charge a
31 separate booking fee in addition to such rate. The date of booking into the Sunnyside
32 Jail of CITY OF WAPATO inmates shall be charged a minimum of a full daily rate per
33 inmate regardless of the time of booking within a 24-hour period. The date of release
34 from Sunnyside Corrections and/or returned to CITY OF WAPATO, regardless of the
35 time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside
36 against CITY OF WAPATO.

37 (b) Billing and Payment. Sunnyside agrees to provide CITY OF WAPATO with
38 an itemized invoice listing all names of housed inmates, the case/citation number, the
39 number of days housed (including the date and time of booking and date and time of
40 release), and the payment amount due. Sunnyside agrees to provide said invoice by
41 the 10th of each month. CITY OF WAPATO agrees to make payment to the City of
42 Sunnyside within 30 days of receipt of such invoice for the amount billed for the
43 previous calendar month.

44 (c) Transportation. Transportation of inmates to the Sunnyside Jail for the
45 purpose of booking, shall be the responsibility of the booking agency, with the exception
46 of situations involving mass arrest which will be evaluated on a case by case basis.
47 Transport of prisoners for felonious arrests will be conducted by Sunnyside as part of

1 the Lower Valley Transport, at no additional cost to the CITY OF WAPATO. Transport
2 of inmates for municipal court purposes will be the responsibility of the arresting agency.
3

4 7. RIGHT OF INSPECTION

5 CITY OF WAPATO shall have the right to inspect, at all reasonable times, all
6 Sunnyside facilities in which inmates of CITY OF WAPATO are confined in order to
7 determine if such jail maintains standards of confinement acceptable to CITY OF
8 WAPATO and that such inmates therein are treated equally regardless of race, religion,
9 color, creed or national origin; provided, however, that Sunnyside shall be obligated to
10 manage, maintain and operate its facilities consistent with all applicable federal, state
11 and local laws and regulations.
12

13 8. FURLOUGHS, PASSES, AND WORK RELEASE

14 Sunnyside agrees that no early releases or alternatives to incarceration,
15 including furloughs, passes, work crews, electronic home detention or work release
16 shall be granted to any inmate housed pursuant to this Agreement without written
17 authorization by the committing court.
18

19 9. INMATE ACCOUNTS

20 Sunnyside shall establish and maintain an account for each inmate received from
21 CITY OF WAPATO and shall credit to such account all money which is received and
22 shall make disbursements, debiting such accounts in accurate amounts for the inmate's
23 personal needs. Disbursements shall be made in limited amounts as are reasonably
24 necessary for personal maintenance. Sunnyside shall be accountable to CITY OF
25 WAPATO for such inmate funds. At either the termination of this Agreement, the
26 inmate's death, and release from incarceration or return to either CITY OF WAPATO or
27 indefinite release to the court, the inmate's money shall be transferred to the inmate's
28 account in care of CITY OF WAPATO; at such time CITY OF WAPATO shall be
29 accountable to the inmate for said funds.
30

31 10. INMATE PROPERTY

32 CITY OF WAPATO may transfer to Sunnyside only agreed amounts of personal
33 property of CITY OF WAPATO inmates recovered from or surrendered by inmates to
34 CITY OF WAPATO upon booking.
35

36 11. RESPONSIBILITY FOR OFFENDER'S CUSTODY

37 It shall be the responsibility of Sunnyside to confine the inmate or inmates; to
38 provide treatment, including the furnishing of subsistence and all necessary medical and
39 hospital services and supplies; to provide for the inmates' physical needs; to make
40 available to them programs and/or treatment consistent with the individual needs; to
41 retain them in said custody; to supervise them; to maintain proper discipline and control;
42 to make certain that they receive no special privileges and that the sentence and orders
43 of the committing court in the State are faithfully executed; provided that nothing herein
44 contained shall be construed to require the City of Sunnyside, or any of its agents, to
45 provide service, treatment, facilities or programs for any inmates confined pursuant to
46 this Agreement, which it does not provide for similar inmates not confined pursuant to
47 this Agreement. Nothing herein shall be construed as to require Sunnyside to provide

1 services, treatment, facilities or programs to CITY OF WAPATO inmates above, beyond
2 or in addition to that which is required by applicable law.

3
4 **12. MEDICAL SERVICES**

5 (a) Inmates deemed CITY OF WAPATO inmates shall receive such medical,
6 psychiatric and dental treatment when **emergent** and necessary to safeguard their
7 health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing
8 of such medical, psychiatric and dental services. Except for routine minor medical
9 services provided in the Sunnyside Jail, CITY OF WAPATO shall pay directly or
10 reimburse Sunnyside for any and all costs associated with the delivery of any
11 emergency and/or major medical service provided to CITY OF WAPATO inmates. CITY
12 OF WAPATO shall be responsible for any and all **emergent** medical, dental and
13 psychiatric treatment provided outside of the Sunnyside Jail and shall be billed
14 therefore.

15 (b) An adequate record of all such services shall be kept by Sunnyside for CITY
16 OF WAPATO's review at its request, to the extent consistent with confidentiality
17 regulations. Any medical or dental services of major consequence shall be reported to
18 CITY OF WAPATO as soon as time permits.

19 (c) Should medical, psychiatric or dental services require hospitalization, CITY
20 OF WAPATO agrees to compensate Sunnyside dollar for dollar any amount expended
21 or cost incurred in providing the same; provided that, except in emergencies, CITY OF
22 WAPATO will be notified by contacting the duty supervisor at CITY OF WAPATO prior
23 to the inmate's transfer to a hospital, if and when circumstances allow, or as soon
24 afterward as practicable.

25 (d) Sunnyside will make all reasonable efforts to ensure that medical care
26 providers providing services to CITY OF WAPATO inmates adhere to payment
27 requirements of RCW 70.48.130 when such services are not billed directly to CITY OF
28 WAPATO by the medical care provider. Sunnyside may elect to have the medical care
29 provider(s) bill the CITY OF WAPATO directly. The CITY OF WAPATO will have the
30 responsibility for notifying medical care providers of these payment requirements when
31 billed directly by medical care providers.

32
33 **13. DISCIPLINE**

34 Sunnyside shall have physical control over and power to execute disciplinary
35 authority over all inmates of CITY OF WAPATO. However, nothing contained herein
36 shall be construed to authorize or permit the imposition of a type of discipline prohibited
37 by applicable law.

38
39 **14. RECORDS AND REPORTS**

40 (a) CITY OF WAPATO shall forward to Sunnyside before or at the time of
41 delivery of each inmate; a copy of all inmate records pertaining to the inmate's present
42 incarceration. If additional information is requested regarding a particular inmate, the
43 parties shall mutually cooperate to provide any additional information in a timely
44 manner.

45 (b) Sunnyside shall keep all necessary and pertinent records concerning such
46 inmates in the manner mutually agreed upon by the parties hereto. During an inmate's
47 confinement in Sunnyside, CITY OF WAPATO shall upon request be entitled to receive

1 and be furnished with copies of any report or record associated with said inmate(s)
2 incarceration.

3
4 15. REMOVAL FROM THE JAIL

5 An inmate of CITY OF WAPATO legally confined in Sunnyside shall not be
6 removed there from by any person without written authorization from CITY OF
7 WAPATO or by order of any court having jurisdiction. CITY OF WAPATO hereby
8 designates the Corrections Sergeant as the official authorized to direct Sunnyside to
9 remove CITY OF WAPATO inmates from the Sunnyside Jail. Sunnyside agrees that no
10 early releases or alternatives to incarceration, including furloughs, passes, work
11 release, work crews or electronic home detention shall be granted to any inmate without
12 written authorization from the committing court. This paragraph shall not apply to an
13 emergency necessitating the immediate removal of the inmate for medical, dental,
14 psychiatric treatment or other catastrophic condition presenting an eminent danger to
15 the safety of the inmate or to the inmates or personnel of Sunnyside. In the event of any
16 such emergency removal, Sunnyside shall inform CITY OF WAPATO of the
17 whereabouts of the inmate or inmates so removed, at the earliest practicable time, and
18 shall exercise all reasonable care for the safe keeping and custody of such inmate or
19 inmates.

20
21 16. ESCAPES

22 In the event any CITY OF WAPATO inmate escapes from Sunnyside's custody,
23 Sunnyside will use all reasonable means to recapture the inmate. The escape shall be
24 reported immediately to CITY OF WAPATO. Sunnyside shall have the primary
25 responsibility for and authority to direct the pursuit and retaking of the inmate or inmates
26 within its own territory. Any cost in connection therewith shall be chargeable to and
27 borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable
28 amounts to pursue and return inmates from other counties, states or other countries.

29
30 17. DEATH OF AN INMATE

- 31 (a) In the event of the death of a CITY OF WAPATO inmate, the Yakima
32 County Coroner shall be notified. CITY OF WAPATO shall receive copies
33 of any records made at or in connection with such notification.
- 34 (b) Sunnyside shall immediately notify CITY OF WAPATO of the death of an
35 CITY OF WAPATO inmate furnish information as requested and follow the
36 instructions of CITY OF WAPATO with regard to the disposition of the body.
37 CITY OF WAPATO hereby designates the Chief of Police as the official
38 authorized to request information from and provide instructions to Sunnyside
39 regarding deceased inmates. The body shall not be released except on
40 written order of said appropriate official(s) of CITY OF WAPATO. Written
41 notice shall be provided within three weekdays of receipt by CITY OF
42 WAPATO of notice of such death. All expenses relative to any necessary
43 preparation of the body and shipment charges shall be paid by CITY OF
44 WAPATO. With CITY OF WAPATO's consent, Sunnyside may arrange for
45 burial and all matters related or incidental thereto, and all such expenses
46 shall be paid by CITY OF WAPATO. The provisions of this paragraph shall
47 govern only the relations between or among the parties hereto and shall not

1 affect the liability of any relative or other person for the disposition of the
2 deceased or for any expenses connected therewith.

3 (c) CITY OF WAPATO shall receive a certified copy of the death certificate for
4 any of its inmates who have died while in the City of Sunnyside's custody.
5

6 18. RETAKE OF INMATES

7 Upon request from Sunnyside, CITY OF WAPATO shall, at its expense, retake
8 any CITY OF WAPATO inmate within thirty-six (36) hours after receipt of such request.
9 In the event the confinement of any CITY OF WAPATO inmate is terminated for any
10 reason, CITY OF WAPATO shall, at its expense, retake such inmate at the Sunnyside
11 Facility.
12

13 19. HOLD HARMLESS AND INDEMNIFICATION

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

16 (b) The terms of section 19 shall survive the termination or expiration of this
17 Agreement.
18

19 19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION

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

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

30 (b) In the event that the officials, agents, officers, and/or employees of both
31 CITY OF WAPATO and Sunnyside are negligent, each party shall be liable for its
32 contributory share of negligence for any resulting suits, actions, claims, liability,
33 damages, judgments, costs and expenses (including reasonable attorney's fees).
34

35 19.2 CITY OF WAPATO – HOLD HARMLESS AND INDEMNIFICATION

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

42 (a) CITY OF WAPATO's obligations to indemnify, defend and hold harmless
43 shall not extend to injuries, sickness, death or damage caused by or resulting from the
44 sole willful misconduct or negligence of Sunnyside, agents, officers, employees or
45 volunteers; and
46
47

1 (b) In the event that the officials, agents, officers, and/or employees of both
2 CITY OF WAPATO and Sunnyside are negligent, each party shall be liable for its
3 contributory share of negligence for any resulting suits, actions, claims, liability,
4 damages, judgments, costs and expenses (including reasonable attorney's fees).
5

6 20. RIGHT OF REFUSAL AND TRANSPORTATION

7 (a) Sunnyside shall have the right to refuse to accept any inmate from CITY OF
8 WAPATO when, in the opinion of Sunnyside, its inmate census is at capacity that there
9 is a substantial risk that, through usual operation of the jail, the reasonable operational
10 capacity limits of the jail might be reach or exceeded.

11 (b) Sunnyside shall further have the right to refuse to accept any inmate from
12 CITY OF WAPATO who, in the judgment of Sunnyside, has a current illness or injury
13 which may adversely affect the operations of the Sunnyside Jail, has a history of serious
14 medical problems, presents a substantial risk of escape, or presents a substantial risk of
15 injury to other persons or property, or is classified as a maximum security inmate
16 pursuant to Sunnyside's Objective Jail Classification System.

17 (c) CITY OF WAPATO prisoners incarcerated in Sunnyside pursuant to this
18 Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and
19 shall be returned, if necessary, to CITY OF WAPATO by Sunnyside personnel and at
20 Sunnyside's expense provided that notice of the necessity of transport is received by
21 Sunnyside three (3) days prior to time of expected transport.
22

23 21. INDEPENDENT CONTRACTOR

24 In providing services under this contract, Sunnyside is an independent contractor
25 and neither it nor its officers, agents or employees are employees of CITY OF WAPATO
26 for any purpose, including responsibility for any federal or state tax, industrial insurance
27 or Social Security liability. Neither shall the provision of services under this Agreement
28 give rise to any claim of career service or civil service rights, which may accrue to an
29 employee of CITY OF WAPATO under any applicable law, rule or regulation.
30

31 22. GENERAL PROVISIONS

32 (a) Severability. In the event any provisions of this Agreement shall be
33 determined to be unenforceable or otherwise invalid for any reason, such provisions
34 shall be enforced and valid to the extent permitted by law. All provisions of this
35 Agreement are severable and the unenforceability or invalidity of a single provision
36 herein shall not effect the remaining provisions.

37 (b) Governing Law and Venue. This Agreement shall be governed by the
38 laws of the State of Washington and venue for any lawsuit shall be in the Yakima
39 County Superior Court.

40 (c) Attorney's Fees. In the event it is necessary for either party to utilize the
41 services of an attorney to enforce any of the terms or this Agreement, such enforcing
42 party shall be entitled to compensation for its reasonable attorney's fees and costs. In
43 the event of litigation regarding any terms of this Agreement, the substantially prevailing
44 party shall be entitled, in addition to other relief, to such reasonable attorney's fees and
45 costs as determined by the Court.

46 (d) Waiver of Breach. The waiver by either party of the breach of any
47 provision of this Agreement by the other party must be in writing and shall not operate
48 nor be construed as a waiver of any subsequent breach by such other party.

1 (e) Savings Clause. Nothing in this Agreement shall be construed so as to
2 require the commission of any act contrary to law, and wherever there is any conflict
3 between any provisions of this Agreement and any statute, law, public regulation or
4 ordinance, the latter shall prevail, but in such event, the provisions of this Agreement
5 affected shall be curtailed and limited only the extent necessary to bring it within legal
6 requirements.

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

10
11 **23. INTERPRETATION**

12 This Agreement has been submitted to the scrutiny of all parties and their
13 counsel, if desired, and it shall be given a fair and reasonable interpretation in
14 accordance with its words, without consideration or weight given to its being drafted by
15 any party or its counsel. All words used in the singular shall include the plural; the
16 present tense shall include the future tense; and the masculine gender shall include the
17 feminine and neuter gender.

18
19 **24. ACCESS TO RECORDS CLAUSE**

20 The parties hereby agree that authorized representatives of the parties shall
21 access to any books, documents, paper and record of the other party which are
22 pertinent to this Agreement for the purposes of making audits, examinations, excerpts
23 and transcriptions. All such records and all other records pertinent to this Agreement
24 and work undertaken pursuant to this Agreement shall be retained by the parties for a
25 period of three years after the final expiration date of this Agreement or any
26 amendments hereto, unless a longer period is required to resolve audit, findings or
27 litigation. In such cases, the parties may expressly agree by an amendment or separate
28 agreement for such longer period for record retention.

29
30 **25. ENTIRE AGREEMENT**

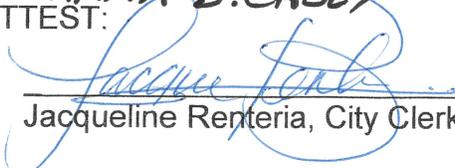
31 This Agreement represents the entire integrated Agreement between CITY OF
32 WAPATO and Sunnyside and supersedes all prior negotiations, representations or
33 agreements, either written or oral.

34
35 IN WITNESS WHEREOF, the above and foregoing Agreement has been
36 executed in duplicate by the parties hereto and made effective on the day and year first
37 above written:

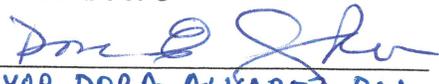
38
39
40 **CITY OF SUNNYSIDE**

41
42 By: 
43 ~~Don Day, City Manager~~
44 **MARTIN D. CASEY**

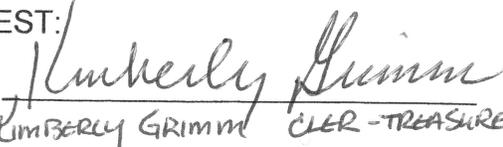
45 ATTEST:

46 
47
48 **Jacqueline Renteria, City Clerk**
49

CITY OF WAPATO

By: 
MAYOR DORA ALVAREZ-ROA

ATTEST:


KIMBERLY GRIMM CLER - TREASURER

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4
5

APPROVED AS TO FORM:

Kerr Law Group, PLLC,
Attorneys for the City of Sunnyside

APPROVED AS TO FORM:

CITY CONTRACT NO: A-2019-17
RESOLUTION NO: X
COUNCIL MTG: X