

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE,  
WASHINGTON AND THE CITY OF TOPPENISH, WASHINGTON,  
FOR LAW ENFORCEMENT COMMUNICATIONS/DISPATCH SERVICES**

**THIS INTERLOCAL AGREEMENT** is made and entered into on this 22<sup>nd</sup> day of November 2021 by and between the City of Toppenish, Washington, hereinafter referred to as "Toppenish", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

**WITNESSETH:**

**WHEREAS** Sunnyside and Toppenish previously entered into an *Interlocal Agreement Between the City of Toppenish and the City of Sunnyside Regarding Cooperative Use of Facilities, Equipment and Personnel establishing a Master Agreement* relating to the sharing of facilities and/or resources including shared or beneficial use of facilities, equipment, personnel in support of the operation and maintenance of facilities; and

**WHEREAS** Toppenish wishes to designate Sunnyside the place of the communications center for the law enforcement dispatch services; and

**WHEREAS** Sunnyside is desirous of accepting and keeping the communication center responsibilities in the Sunnyside Police Department for a rate of compensation mutually agreed upon by the parties hereto; and

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

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

**NOW, THEREFORE**, it is agreed as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to communications/dispatching pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect from December 1, 2021, and end December 31, 2025, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for successive one-year periods beginning January 1<sup>st</sup> of each year under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require Toppenish to use dispatch services from Sunnyside continuously.

3. TERMINATION

- (a) By either party. This Agreement may be terminated by written notice from either party to the other party stating the grounds for said termination. The notice must be delivered by certified mail, return receipt requested to the contact person identified herein. Termination shall become effective ninety (90) working days after receipt of such notice. Within said ninety (90) days, Sunnyside agrees to administer communications service for Toppenish.
- (b) By Toppenish due to lack of funding. The obligation of Toppenish to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by Toppenish. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then Toppenish shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to Toppenish.
- (c) Termination for Breach. In the event Toppenish breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within fourteen (14) days of Sunnyside giving Toppenish written notice thereof, or, if not reasonably capable of being cured within such fourteen (14) days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate Toppenish's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.
- (d) In the event of termination of this agreement for any reason, Toppenish shall compensate Sunnyside for communication service by Sunnyside after notice of such termination until Toppenish administers communication services for Toppenish, in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES

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

To Sunnyside: City of Sunnyside  
818 East Edison Avenue  
Sunnyside, WA 98944  
Primary Contact Person: Al Escalera, Police Chief  
Secondary Contact: Scott Bailey, Police Commander

To Toppenish: City of Toppenish  
21 West First Avenue  
Toppenish, WA 98948  
Primary Contact Person: John Clary, Police Chief  
Secondary Contact: Dave Johnson, Police Captain

Notices mailed shall be deemed given to the respective parties shall notify each other in writing of any change of address.

SECONDARY CONTACT  
NAME WILL NEED TO  
BE UPDATED AS  
CAPTAIN JOHNSON IS  
RETIRED.  
AE

5. DEFINITIONS

The Parties hereby agree that \_\_\_\_\_ shall have the specified meanings unless indicated otherwise herein:

- (a) Day. A twenty-four hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.
- (b) Full-time. 24-hour period of time, 7-days a week, 365 days a year.

6. COMPENSATION

- (a) Rates. Sunnyside agrees by and through its Police Department's Communications Center, to provide and make available phone and radio communication personnel and equipment sufficient to enable Sunnyside to provide full-time dispatch communications service, as detailed on Exhibit A attached hereto, for the residents of Toppenish at the rate of \$16,333.00 per month. Annual rate increases shall coincide with the Sunnyside Dispatch CBA salary scale rate increases with a maximum ceiling of 0.5% above the corresponding salary increase. For example, if the salary increase is 3.5%, the dispatch contract rate between Toppenish and Sunnyside will not exceed a 4% increase.

- (b) Billing and Payment. Sunnyside agrees to provide Toppenish with an invoice listing the communications services on a monthly basis, and the payment amount due. Sunnyside agrees to provide said invoice by the 10<sup>th</sup> of each month. Toppenish agrees to make payment to the City of Sunnyside within 30 days of receipt of such invoice for the amount billed for the previous calendar month.

7. 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 this section shall survive the termination or expiration of this Agreement.
- c. SUNNYSIDE - HOLD HARMLESS AND INDEMNIFICATION: Sunnyside agrees to hold harmless, indemnify and defend Toppenish, 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:
  - i. 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 Toppenish, its officials, agents, officers, employees, or volunteers; and
  - ii. In the event that the officials, agents, officers, volunteers and/or employees of both Toppenish 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).
- d. TOPPENISH - HOLD HARMLESS AND INDEMNIFICATION: Toppenish 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 persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Toppenish, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:
  - i. Toppenish'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 officials, agents, officers, employees, or volunteers; and
  - ii. In the event that the officials, agents, officers, volunteers and/or employees of both Toppenish 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).

8. INSURANCE - Each Party's membership in the self-insured governmental risk pool, the Washington Cities Insurance Authority (WCIA) shall be deemed acceptable liability coverage for the activities engaged in to fulfill the performance of this Agreement.

9. RIGHT OF INSPECTION  
Toppenish shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which dispatch services occur provided, however, that Sunnyside shall be obligated to manage, maintain, and operate its facilities consistent with all applicable federal, state, and local laws and regulations.

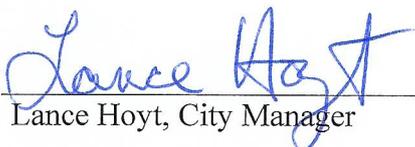
10. This Agreement is in furtherance of terms and provisions of that certain Interlocal Agreement between the City of Sunnyside and the City of Toppenish and provisions of the Interlocal Agreement are incorporated by reference and shall control to the extent they are not inconsistent with the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY OF SUNNYSIDE

CITY OF TOPPENISH

By:   
Elizabeth Alba, Interim City Manager

By:   
Lance Hoyt, City Manager

Attest:

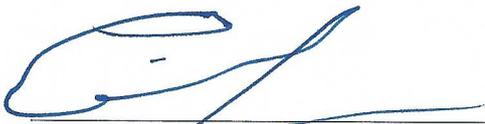
Attest:

  
Janeth Rangel, Deputy City Clerk

  
Heidi Riojas, City Clerk

Approved as to form:

Approved as to form:

  
Kerr Law Group, PLLC  
Attorneys for the City of Sunnyside

  
Gary M. Cuillier, City Attorney

CITY CONTRACT NO: A-2021-58  
RESOLUTION NO: X  
COUNCIL MTG: 11-22-2021

## Exhibit A

This task list consists of operational and technical duties related to dispatching services. As systems and processes are enhanced for efficiency, this list may be updated on a continual basis through mutual agreement between the Sunnyside Police Chief and Toppenish Police Chief.

### **Emergency Communications:**

1. Answer calls for service
2. Add calls into CAD
3. Dispatch calls/manage radio traffic
4. Update CAD with officer comments/notes
5. Confirm and clear/locate warrants. Toppenish Clerks can enter warrants into appropriate databases. Sunnyside can remove from WACIC/NCIC during hours not staffed by Toppenish Clerks.
6. Enter/Confirm/Clear Protection Orders, Restraining Orders, Anti-Harassment Orders, Stolen Property/Vehicles into WACIC/NCIC during hours not staffed by Toppenish Clerks.
7. Enter/Confirm/Clear Missing Adults and Runaway Juveniles during hours not staffed by Toppenish Clerks.
8. Run wants/ACCESS/WACIC/NCIC/DOC.
9. Take messages for Animal Control / call out for emergencies
10. Take messages for officers and coordinate resident contacts
11. Maintain and update tagged/towed vehicle log - electronically
12. Send out BOLO's and Officer Safety information to surrounding agencies
13. Maintain a business/property responsible contact lists developed and updated annually by Toppenish
14. Make notifications, phone calls or provide those numbers to officers after-hours for contacts needed for Mental Health services, other LE agencies or responsible persons for businesses
15. Call out Public Works or Code Enforcement for emergencies or notify via email if non-emergent.