

**INTERLOCAL AGREEMENT FOR THE HOUSING OF INMATES
Between the City of Kent and the City of Sunnyside**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on March 14th, 2023, by and between the City of Kent, a Washington municipal corporation, ("Kent"), and the City of Sunnyside, a Washington municipal corporation, ("Sunnyside"), each party having been duly organized and now existing under the laws of the State of Washington.

I. RECITALS

1.1 Chapters 39.34 and 70.48 of the Revised Code of Washington ("RCW") authorize Kent and Sunnyside to enter into a contract for the housing of inmates.

1.2 Kent desires to transfer custody and care of some of its inmates to Sunnyside, to be housed in jail facilities owned, operated, and maintained by Sunnyside during those inmates' terms of confinement.

1.3 Sunnyside agrees to accept and house inmates who would otherwise be in Kent's custody at the Kent Corrections Facility, in exchange for the compensation and other conditions provided for by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained in this Agreement, the parties mutually agree as follows:

II. AGREEMENT

2.1 **PURPOSE**. The purpose and intent of this Agreement is to establish the terms under which Sunnyside will house Kent inmates during the term of this Agreement.

2.2 **DURATION**. The term of this Agreement shall commence on the date it is fully executed by the parties and end on December 31, 2023, unless terminated earlier in accordance with Section 2.2(a) of this Agreement. This Agreement shall automatically renew for successive one-year terms unless either party gives notice to the other party, in accordance with Section 2.2(a), of its intent to terminate the Agreement.

2.3 **DEFINITIONS**. The parties agree that the following terms shall have the specified meanings unless a contrary intent is otherwise indicated:

(a) *Business day* means Monday through Friday, excluding weekends and legal holidays provided for by RCW 1.16.050(1).

(b) *Committing court* means the court that issued the order or sentence that established Kent's custody of its inmate.

(c) *Day* means a 24-hour long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.

(d) *Detainer* means a legal order authorizing or commanding another agency the right to take custody of a person.

(e) *Inmate classifications* means those classifications as determined by Sunnyside's "Objective Jail Inmate Classification System," which is modeled after the National Institute of Corrections Jail Classification System. Those classifications include:

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

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

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

2.4 COMPENSATION.

(a) Rates.

(1) *Daily rate.* Sunnyside agrees to accept and house Kent inmates in exchange for compensation charged at a rate of \$60.00 per day, per inmate. This daily rate applies whether an inmate is assigned a minimum classification or a medium classification. Kent inmates assigned a maximum classification are not authorized for housing with Sunnyside under this Agreement. The daily rate assessed under this section is all-inclusive and includes all in-facility medical, dental, and mental health services. In the event an inmate requires out of facility medical, dental, or mental health services, Kent shall be responsible for the cost of those services. On the date a Kent inmate is booked into Sunnyside's jail, Kent will be charged the full daily rate, regardless of the time of day the inmate is booked. Kent will not be charged the daily rate for the day on which the Kent inmate is released from Sunnyside's jail or otherwise transferred back to Kent, regardless of the time of day the inmate is released or transferred.

(2) *Booking fee.* Sunnyside will not assess a booking fee for Kent inmates.

(3) Transportation. Transportation of inmates to, from, and between Sunnyside's jail and Kent's jail, and the cost thereof, is provided by Sunnyside and included in the daily rate charged under Section 2.4(a)(1), unless another term of this Agreement expressly provides otherwise. When a Kent inmate is required to be transported to or from Sunnyside's jail facility, Kent shall provide Sunnyside with notice of the necessity of transport *three (3) days* prior to the time of expected transport. When the term of an inmate's confinement has ended, Sunnyside shall transport the inmate back to Kent for release back into the community.

(b) Billing and Payment. Sunnyside shall provide Kent with monthly statements that itemize the following: (i) the name of each Kent inmate, (ii) the case/citation number; (iii) the number of days housed (including the date and time the inmate was booked, and the date and time the inmate was released); (iv) the payment amount due; and (v) an itemization of any additional charges, including a description of the service provided, date provided, and the reason for service.

Sunnyside shall provide this statement on or about the 10th day of the following month. Kent shall pay Sunnyside's statement within 30 days of the date the statement is received by Kent. Sunnyside may submit its monthly statements electronically by emailing them to: JFuller@kentwa.gov, or by emailing such other address as Kent may identify in the future.

2.5 RIGHT OF INSPECTION. Kent shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which Kent inmates are confined in order to determine if such jail facilities maintain standards of confinement acceptable to Kent, and that Kent inmates are treated equally regardless of race, religion, color, creed, or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its jail facilities consistent with all applicable federal, state, and local laws and regulations.

2.6 FURLOUGHS, PASSES, AND WORK RELEASE. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court. However, Sunnyside may assign Kent inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties.

2.7 INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each Kent inmate. Sunnyside shall ensure family members and others have a reasonable process available to add funds to an inmate's account. Sunnyside shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Upon a Kent inmate's release or returned custody

to Kent, Sunnyside shall transfer the balance of that inmate's account to the inmate or to Kent in the form of a check or a pre-paid debit card in the name of the inmate at the time of their release or transfer.

2.8 INMATE PROPERTY. Kent may transfer to Sunnyside only agreed amounts of personal property of Kent inmates recovered from or surrendered by inmates to Kent upon booking. Only those items which fit into a 12-inch x 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside jail personnel. Additional legal material or personal belongings may be shipped to Sunnyside's jail facility at the expense of the inmate or Kent. Sunnyside shall hold and handle each inmate's personal property in the same manner it holds and handles property of other Sunnyside inmates. When returning inmates to Kent, Sunnyside shall transport inmate property consistent with this provision, and it shall be the responsibility of Sunnyside to transfer to Kent or otherwise dispose of any of the inmate's property not transported back to Kent with the inmate.

2.9 BOOKING. Inmates shall be booked pursuant to Sunnyside's booking policies and procedures. Inmates transported to Sunnyside that are not accepted at booking, will be transported back to Kent by Sunnyside. Pursuant to RCW 70.48.130, and as part of the booking procedure, Sunnyside shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Kent inmate is entitled. The information is to be used for third-party billing. Sunnyside and Kent will attempt to develop a process for pre-booking inmates who are being transferred to the custody of Sunnyside.

2.10. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with their individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State of Washington are faithfully executed; provided that nothing herein contained shall be construed to require Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to Kent inmates above, beyond, or in addition to that which is required by applicable law.

2.11. MEDICAL SERVICES.

(a) Sunnyside shall provide medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards.

(b) Inmates shall be responsible for co-payment for health services according to Sunnyside's policy. Kent shall not be responsible to Sunnyside for any inmate co-payments.

(c) Kent inmates shall receive reasonably adequate and constitutionally required medical, dental, or mental health services to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, dental, or mental health services, and no inmate shall be denied such care because of an inability to pay for those services.

(d) An adequate record of all such services shall be kept by Sunnyside for Kent's review upon request, to the extent consistent with confidentiality regulations.

(e) Sunnyside shall notify Kent's duty supervisor, via email or fax, if a Kent inmate requires medical, dental, or mental health services at an outside facility. Sunnyside shall notify Kent as soon as reasonably possible before the inmate receives such care outside of Sunnyside's facilities. Kent acknowledges that such notice may not be reasonably possible prior to emergency care. Lack of prior notice shall not excuse Kent from financial responsibility for related medical, dental, or mental health services, and shall not be a basis for imposing financial responsibility for related expenses on Sunnyside. However, Sunnyside shall bear the expense of any such medical, dental, or mental health services necessitated by improper conduct of Sunnyside or of its employees, officers, or agents.

(f) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to Kent inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to Kent by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill Kent directly. Kent will notify medical care providers of these payment requirements when billed directly by medical care providers.

2.12. DISCIPLINE. Sunnyside shall discipline Kent inmates according to the same policies and procedures under which other Sunnyside inmates are disciplined. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

2.13. RECORDS AND REPORTS.

(a) Kent shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration, including the inmate's medical records. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties. During an inmate's confinement in Sunnyside, Kent shall, upon its request, be entitled to receive and be furnished with copies of any report or record associated with said inmate's incarceration.

2.14. REMOVAL FROM THE JAIL. A Kent inmate confined in Sunnyside's jail facility shall not be removed from that facility by any person without written authorization from Kent or by order of any court having jurisdiction. Kent hereby designates its Corrections Sergeant as the official authorized to direct Sunnyside to remove Kent inmates from Sunnyside's jail facility. Sunnyside agrees that no early release or alternative to incarceration, including furlough, pass, work release, work crew or electronic home detention shall be granted to any inmate without written authorization from the committing court. This provision shall not apply to an emergency that necessitates the immediate removal of an inmate for medical, dental, or mental health services, or another catastrophic condition that presents an imminent danger to the safety of the inmate or to the inmates or personnel of Sunnyside's jail facility. In the event of any such emergency removal, Sunnyside shall inform Kent of the whereabouts of the inmate or inmates so removed at the earliest practicable time, and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

2.15. ESCAPES. In the event any Kent inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable efforts and means to pursue and regain custody of the escaped inmate, and shall assume all costs associated with the recapture of the Kent inmate. The Kent inmate's escape shall be reported immediately to Kent.

2.16. DEATH OF AN INMATE.

(a) If a Kent inmate dies in Sunnyside custody, Sunnyside shall notify Kent, and well as any other entities entitled to notice under state or federal law, as soon as reasonably possible. The Yakima County Coroner shall be notified, who shall assume custody of the Kent inmate's body. Unless another agency becomes responsible for investigation, Sunnyside shall provide Kent with a report of its investigation. Kent may participate in the investigation to the extent

permitted by law. If another agency becomes responsible for investigation, Sunnyside shall liaison or otherwise facilitate Kent's communication with and receipt of reports from the other agency.

(b) Kent designates its Police Chief, or the Police Chief's designee, as the official authorized to request information from and provide instructions to Sunnyside regarding a deceased inmate. Kent shall provide Sunnyside with written instructions regarding the disposition of the Kent inmate's body, and Sunnyside shall follow the instructions of Kent in that regard. Kent shall pay for all reasonable expenses for the preparation and shipment of the inmate's body from Sunnyside. Kent may request in writing that Sunnyside arrange for burial and all matters related or incidental thereto and Kent shall be responsible for all costs associated with this request. Except, Sunnyside shall bear such expenses necessitated by improper conduct of Sunnyside or its employees, officers, or agents.

(c) Kent shall receive a certified copy of the death certificate for any Kent inmate who died while in Sunnyside's jail facility or custody.

2.17. RETAKING CUSTODY OF INMATES. Upon request from Sunnyside, and within thirty-six (36) hours of the request having been made, Kent shall retake custody of any Kent inmate from Sunnyside. Transportation shall be at Kent's expense when the retaking of the inmate is required for a reason other than those provided for in Section 2.4(a)(3) of this Agreement.

2.18. HOLD HARMLESS AND INDEMNIFICATION.

(a) Sunnyside agrees to hold harmless, indemnify, and defend Kent, 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, 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:

(1) 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 Kent, its officials, agents, officers, employees or volunteers; and

(2) In the event that the officials, agents, officers, and/or employees of both Kent 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).

(b) Kent 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 Kent, its officials, officers, agents, volunteers, or employees, in connection with the services required by this agreement, provided, however, that:

(1) Kent'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

(2) In the event that the officials, agents, officers, and/or employees of both Kent 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).

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

(d) The terms of this Section 2.18 shall survive the termination or expiration of this Agreement.

(e) The parties hereby waive, as to each other only, their immunity from suit under the Industrial Insurance provisions of Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

2.19. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from Kent when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from Kent who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside jail facility, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System. Any inmate that is refused by Sunnyside shall be transported back to Kent at Sunnyside's expense.

2.20 INDEPENDENT CONTRACTOR. In providing services under this Agreement, Sunnyside is an independent contractor and neither it nor its officers, agents, or employees are employees of Kent for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security

liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of Kent under any applicable law, rule, or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

2.21 INSURANCE. The parties shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

The parties shall each maintain throughout the term of this Agreement coverage in minimum liability amounts of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability, and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

2.22. GENERAL PROVISIONS.

(a) Termination.

(1) *By either party*. Either party may terminate this Agreement by providing written notice to the other party, and to the State Office of Financial Management if such notice is required by RCW 70.48.090, stating the grounds for said termination and specifying plans for accommodating any Kent inmates who are affected by this Agreement's termination. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, Kent agrees to remove its inmate(s) from Sunnyside's jail facility.

(2) *Termination Due to Lack of Funding*. The obligation of either party under this Agreement, beyond the current fiscal year, is expressly made contingent upon the appropriation and budgeting availability of sufficient funds by the governing bodies of Kent and Sunnyside to fulfill each party's obligations under this Agreement. In the event that such funds are not budgeted, appropriated, or otherwise made available for the purpose of either party fulfilling its obligations under this Agreement at any time after the current fiscal year, then either party shall have the option of terminating the Agreement upon written notice to the other party, except that all services provided to the date of termination shall be compensated at the rate provided for by this Agreement. The termination of this Agreement for this reason will not cause any penalty to be charged to either party.

(3) *Termination for Breach.* Either party shall have the right to terminate this Agreement if: (1) the other party is in material breach of any term of this Agreement; (2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination, and (3) the breaching party has failed to cure the breach within 90 days, unless the parties agree in writing to a longer cure period. Termination shall be effective and Kent shall have no further financial obligations under this Agreement from the date of removal of its inmates from Sunnyside's jail facility or Sunnyside's receipt of final notice that Kent is terminating the Agreement after expiration of the cure period, whichever occurs last.

(4) *Payment for Services Provided.* In the event this Agreement is terminated, Kent shall compensate Sunnyside, in the same manner and at the same rates as if this Agreement had not been terminated, for Kent inmates housed by Sunnyside after notice of such termination until Kent retakes custody of its inmates.

(b) Notice 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 E. Edison Avenue
 Sunnyside, WA 98944

Primary Contact Person: Andrew Gutierrez, Corrections Sergeant
509-836-6200, agutierrez@sunnyside-wa.gov

Secondary Contact: Johnnie Gusby, Support Services Commander
509-836-6216, JGusby@sunnyside-wa.gov

To Kent: Kent Corrections Facility
 1230 Central Ave S, Kent, WA. 98032

Billing: jfuller@kentwa.gov

Primary Contact Person: *Diane McCuistion, Commander*
253-856-5694, dmccuistion@kentwa.gov

Secondary Contact: *James Chapman, Administrative Sergeant*
253-856-5969, jchapman@kentwa.gov

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

(c) Severability. In the event any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such decision shall not affect the validity of the remaining provisions of this Agreement. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(d) Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by either party without the prior written consent of the other party. 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 assignor.

(e) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(f) Non-Waiver of Breach. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

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

(h) Access to Records Clause. The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of *three* (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

(i) Interlocal Cooperative Act Provisions. Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement. The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on Kent's and Sunnyside's website as provided by Ch. 39.34 RCW.

(j) Federal Assurances. Each party acknowledges that it is subject to certain requirements and assurances relating to non-discrimination as required by Federal and State laws and regulations as outlined in Exhibit A, attached and incorporated herein.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

(l) Entire Agreement. This Agreement represents the entire integrated Agreement between Kent and Sunnyside and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

CITY OF SUNNYSIDE

THE CITY OF KENT

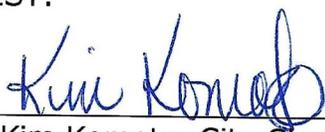
By: 
Elizabeth Alba, City Manager

By: 
Dana Ralph, Mayor

ATTEST:

ATTEST:

By: 
Jacqueline Renteria, City Clerk

By: 
Kim Komoto, City Clerk

INTERLOCAL AGREEMENT FOR HOUSING OF INMATES
(between City of Kent and City of Sunnyside)

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CITY CONTRACT NO: A-2023-40

RESOLUTION NO: 2014-55

COUNCIL MTG: X

APPROVED AS TO FORM:

By: [Signature]
Saxton, Riley & Riley, LLPC,
Attorneys for Sunnyside

APPROVED AS TO FORM:

By: [Signature]
Attorney for Kent

STATE OF WASHINGTON)
: ss.
THE CITY OF SUNNYSIDE)

On this day personally appeared before me **Elizabeth Alba, City Manager, of the City of Sunnyside**, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of March, 2023.



[Signature]
NOTARY PUBLIC in and for the State of Washington
Residing at: Grandview, WA
My Commission Expires: 04/11/2026

Exhibit A - NON-DISCRIMINATION

The Parties are committed to conform to Federal and State laws regarding equal opportunity. As such all contractors, subcontractors, consultants, vendors, and suppliers who perform work with relation to this Agreement shall comply with the following:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).
- Ch. 49.60 RCW (Washington Law Against Discrimination)

The preceding statutory and regulatory cites hereinafter are referred to as "the Acts and Regulations".

The following statements specifically identify the requirements each party, and any contractor, subcontractor, or supplier on this specific Agreement, must adhere to.

During the performance of this interlocal agreement, each party agrees as follows:

- Compliance with Regulations:** Each party will comply with all Acts and the Regulations relative to non-discrimination, including those applicable to Federally-assisted programs of the U.S. Department of Transportation, State-assisted programs through the Washington State Department of Transportation, and generally under Washington's Law Against Discrimination, Ch. 49.60 RCW, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- Non-discrimination:** Neither party will discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Neither party will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by either party for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the party of the party's obligations under this contract and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

- D. **Information and Reports:** Each party will provide all information and reports required by the Acts and Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined applicable to party's contract by the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts and Regulations and instructions. Where any information required of a party is in the exclusive possession of another who fails or refuses to furnish the information, the party will so certify to the other party or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of a party's noncompliance with the non-discrimination provisions of this contract, the other party will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
- a. withholding payments under the contract until the party complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- F. **Incorporation of Provisions:** Each party will include the provisions of paragraphs (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts and Regulations and directives issued pursuant thereto. The party will take action with respect to any subcontract or procurement as the other party or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the party becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the party may request the other party to enter into any litigation to protect its interests. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, each party agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- ii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iii. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- xiii. Washington Law Against Discrimination (Ch. 49.60 RCW)

The submission of the final invoice for this contract will constitute a reaffirmation that the preceding statements were complied with during contract performance.

By signing below, each party agrees to fulfill the requirements referenced above.

CITY OF SUNNYSIDE

THE CITY OF KENT

By: 
 Elizabeth Alba, City Manager

By: 
 Dana Ralph, Mayor