

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2011- 094

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

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

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.

WHEREAS, the State Interlocal Cooperation Act, Chapter 39.34 RCW, and RCW 70.48.090 authorize cooperative efforts between government entities in the providing of such services.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, That the attached Amendment No.1 of the Interlocal Agreement between City of Sunnyside and Kittitas County for the housing of inmates be passed. All other original terms and conditions of the interlocal agreement are still in effect.

ADOPTED this 4th day of October 2011.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**


Chairman


Vice-Chairman



Julie A. Kjorsvik

Commissioner

APPROVED AS TO FORM:

Stephanie U. Happold,
Deputy Prosecuting Attorney
WSBA#38112

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Section 17(a) is hereby repealed and replaced as follows:**17.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Section 19 is hereby repealed and replaced as follows:**19.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 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

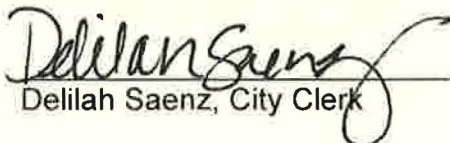
(f) Filing. This Agreement shall be filed with the Yakima County Auditor's Office and Kittitas County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source, pursuant to RCW 39.34.040.

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


Mark J. Gervasi, City Manager

ATTEST:


Delilah Saenz, City Clerk

**KITTITAS COUNTY BOARD OF
COUNTY COMMISSIONERS**


Paul Jewell, Chair 10/4/11


Alan Crankovich, Vice-Chair

Olivia O'Brien

Olivia O'Brien, Commissioner



Julia Kjosvik
Julia Kjosvik, Clerk of the Board

APPROVED AS TO FORM

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

APPROVED AS TO FORM:

[Signature]

[Signature]

CITY CONTRACT NO: A-2011-00

RESOLUTION NO: 2011-08

COUNCIL MTG: 9-12-11