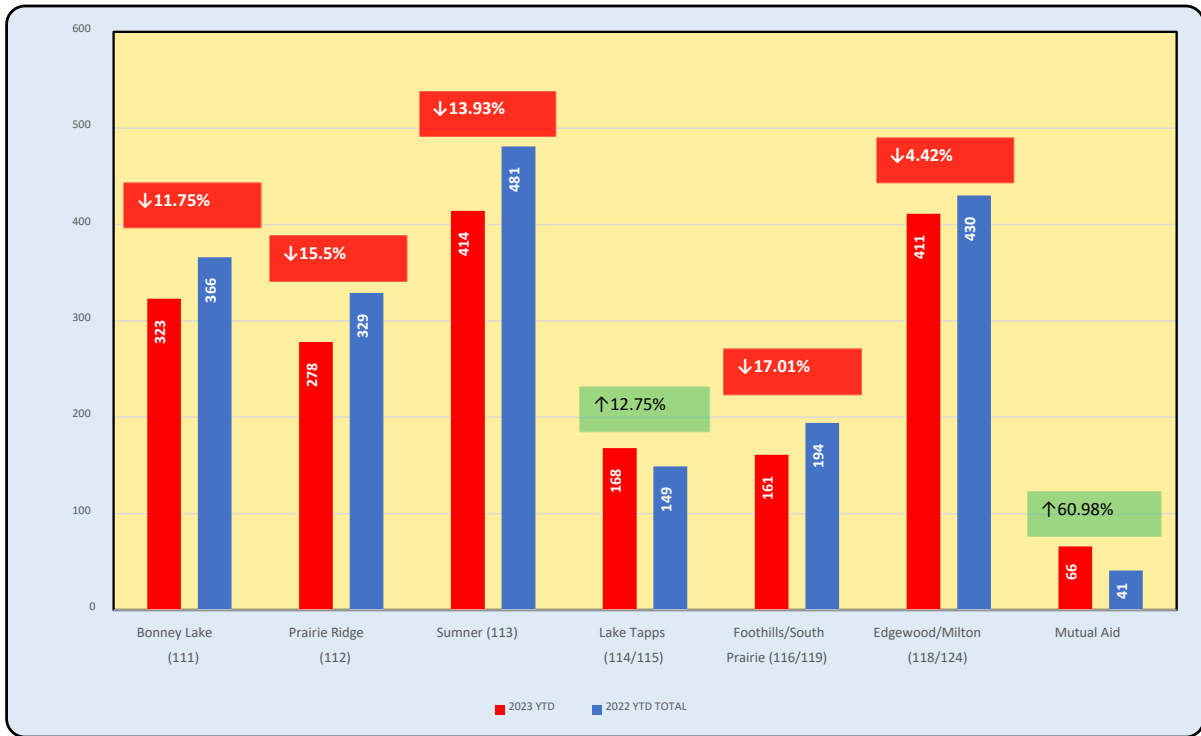
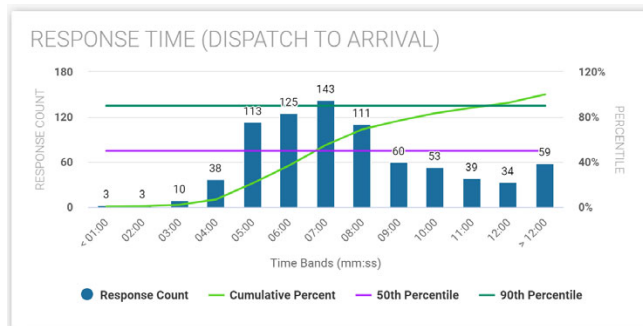


Incident Count by Station Area—YTD February 2023
All calls are 169 fewer than YTD 2022 a decrease of 8.49%



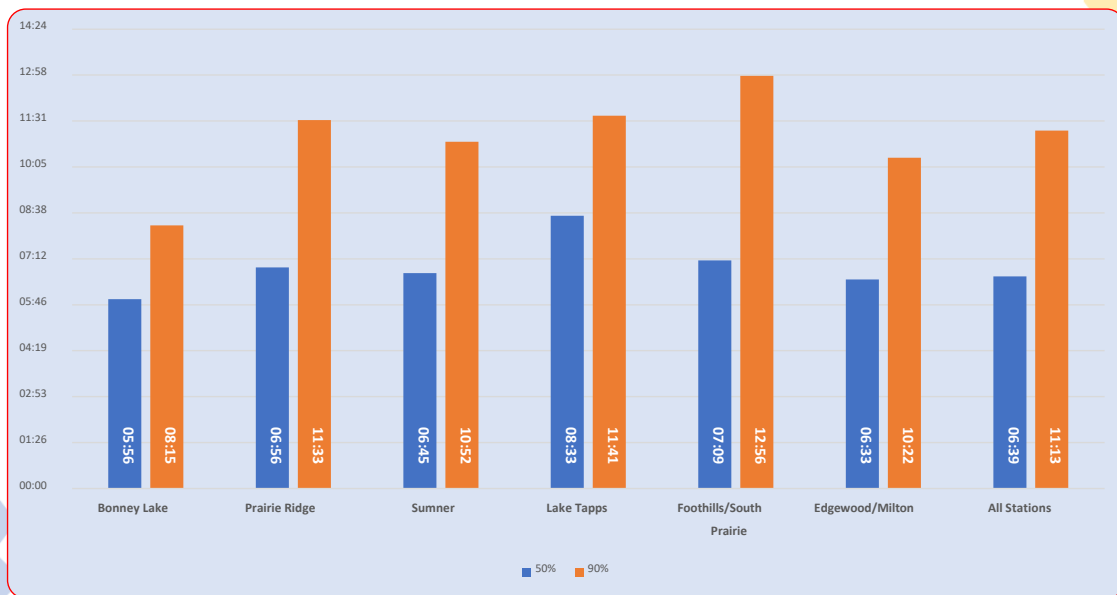
Total Response Times
YTD through 2/28/2023

- **Priority incidents only—First arriving unit times**
- **Incidents—794**
- **50%—06:40**
- **90th—11:21**



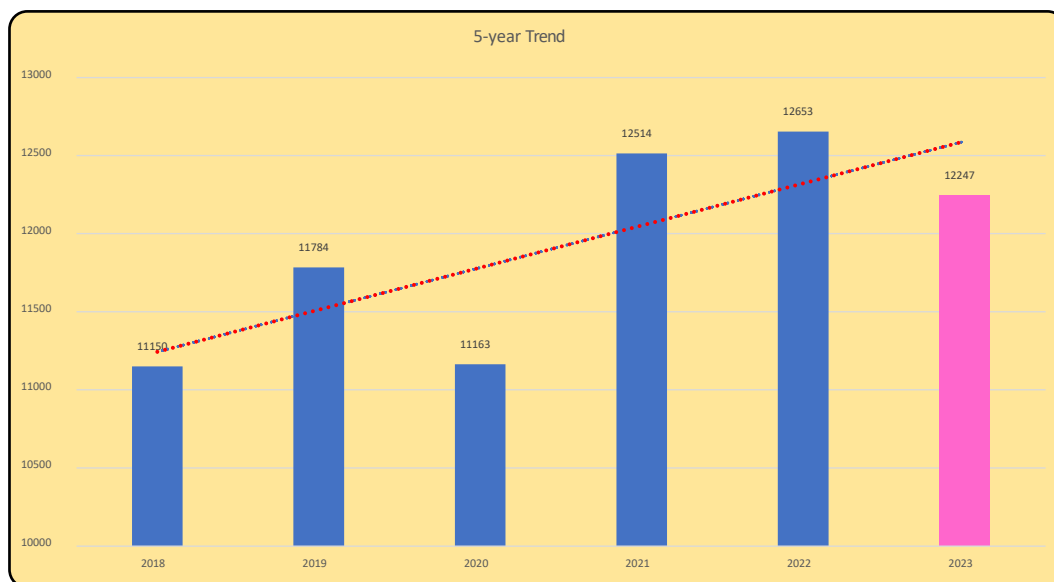
50th Response Time by Response Area YTD

Measures time from dispatch to arrival of first unit. Priority responses only. The 90% shows time of arrival for 90% of the priority responses. Responses <30 seconds or >15 minutes excluded

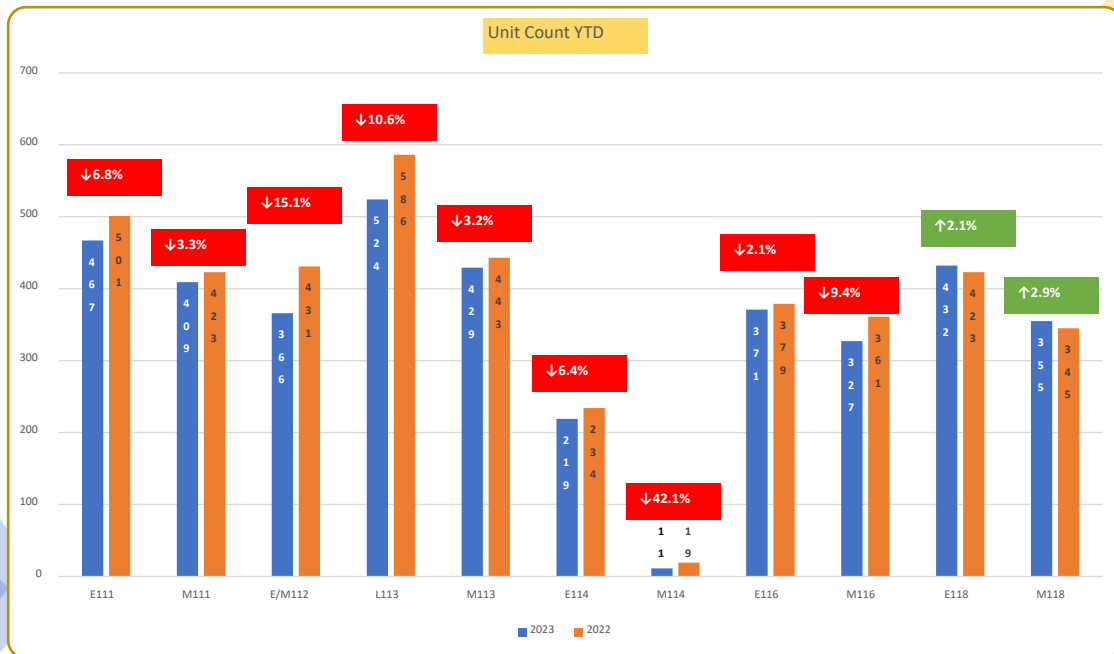


Projected end of year total using MS Forecast based on month-to-month numbers starting 1/1/2019 thru 2/28/2023. Total is 12247±1652. Decrease of 3%

5-Year Trend

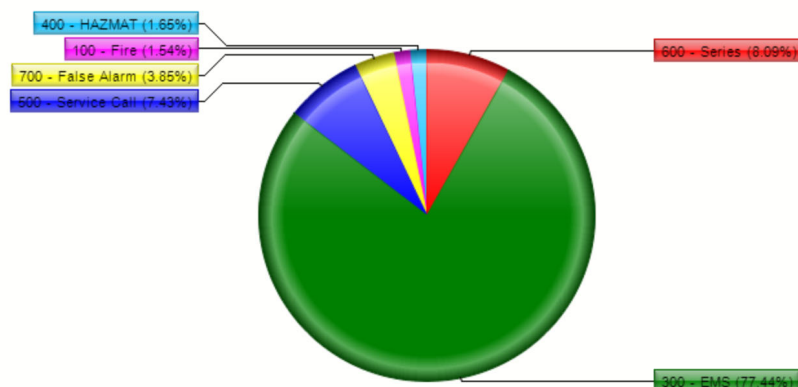


Total Counts by Unit—YTD February 2023



Incidents by Type—YTD thru February 2023

Incident Type Group	2023	Total
100 - Fire	28	1.54%
200 - Overpressure, Rupture, Explosion—No fire	0	0%
300 - EMS	1407	77.44%
400 - HAZMAT	30	1.65%
500 - Service Call	135	7.43%
600 - Good intent—Includes wrong location, controlled burn, patient already transported...	147	8.09%
700 - False Alarm	70	3.85%
800 - Natural Disaster	0	0%
900 - Special Incident	0	0%
Annual Total	1817	



Transports February 2023

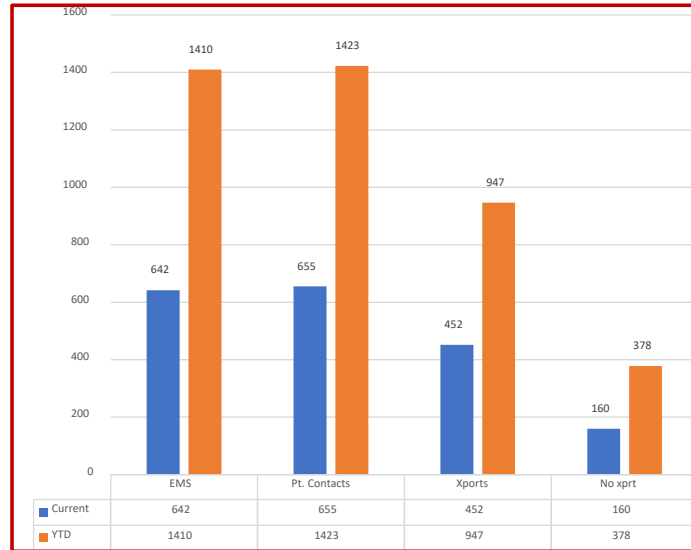
- EMS calls can include MVAs with no injuries, or incidents where no contact is made with an identified patient.

- Some EMS incidents e.g.

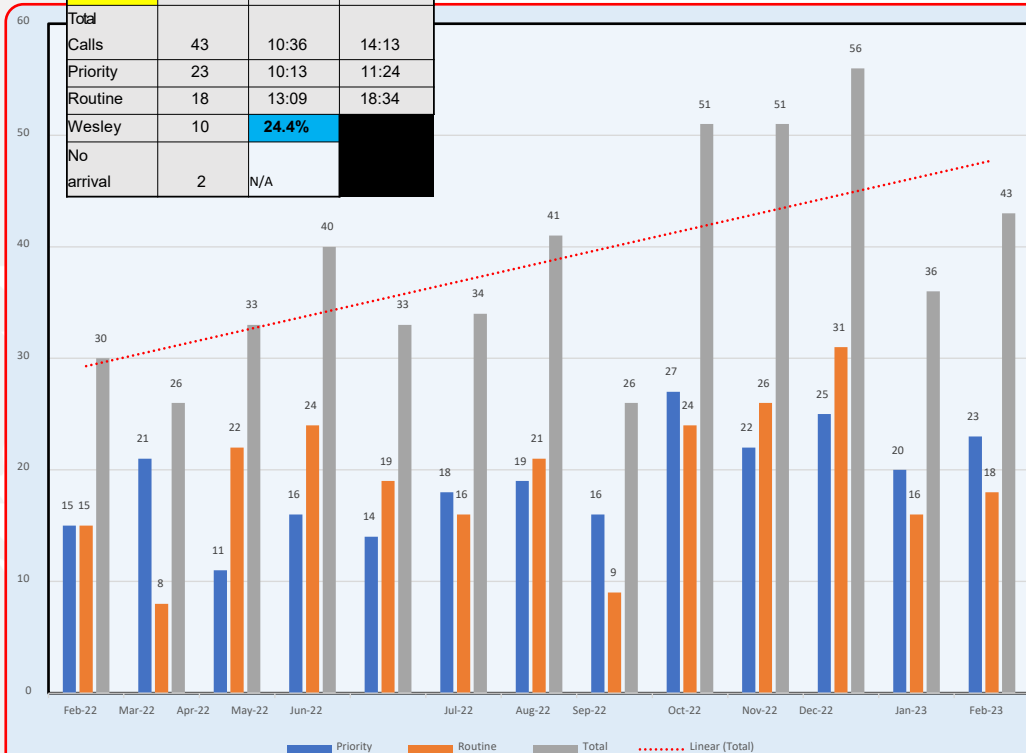
- Patient contacts include

MVAs can have contact with multiple patients

every time an assessment is made on an identified patient.



Tehaleh	Calls	Resp. 50%	Resp. 90%
Total	43	10:36	14:13
Priority	23	10:13	11:24
Routine	18	13:09	18:34
Wesley	10	24.4%	
No arrival	2	N/A	



Tehaleh Responses February 2023

**ORDINANCE NO. 2852
CITY OF SUMNER, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AMENDING TITLE 6 ANIMALS OF THE SUMNER MUNICIPAL CODE BY ADDING 6.18 TITLED LIVESTOCK AND REPEALING CHAPTER 6.12 TITLED PIGS.

WHEREAS, the City of Sumner wishes to protect the health, welfare and safety of animals kept within the City; and

WHEREAS, the City of Sumner finds a need define the keeping of such animals to allow the safe husbandry of such; and

WHEREAS, the City of Sumner wishes to clarify the permitted allowance and maintenance of such animals to include a section in the City animal code to accommodate such permissions; and

WHEREAS, the City of Sumner wishes to update SMC 6.12 Pigs, that was codified into law in 1938 by repealing the section and encompassing the allowances into the SMC 6.18.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. That Sumner Municipal Code Title 6 Animals is hereby amended to add Chapter 6.18 Livestock, and to read as follows:

Sections:

6.18.010 Definitions

6.18.020 Keeping small farm animals

6.18.030 Keeping large farm animals

6.18.040 Livestock and poultry – at large restricted

6.18.050 Animal sanitation

6.18.060 Violation - Punishment

6.18.010 Definitions

In construing the provisions of this chapter, except where otherwise plainly declared or clearly apparent from the context, words used in this chapter shall be given their common and ordinary meaning; in addition, the following definitions shall apply to each reference to the following words or phrases:

- (a) Small farm animals = Small fowl, small livestock
- (b) Large farm animals = Large fowl, large livestock
- (c) Small fowl = chickens, ducks, pigeons, pheasant (Golden, Amherst, etc.)
- (d) Large fowl = Peacocks, geese, turkeys, emu/ostrich, etc.
- (e) Small livestock = Miniature pigs such as Kune Kune, Juliana, or Potbelly breeds, Miniature goats such as Nigerian or Pygmy breeds, rabbits
- (f) Large livestock = horses, bovine animals, sheep, goats, swine, reindeer, donkeys, mules, etc.

6.18.020 Keeping of small farm animals.

The keeping of small farm animals, including chickens, geese, ducks or other small fowl, rabbits, and miniature goats, and miniature pigs is permitted subject to the following standards:

(1) The maximum number of all small fowl and small livestock permitted to a residence shall be:

- (a) five small fowl per ½ to one acre. (example: ½ to 1.99 acre = 5 allowed; 2 acres = 10 allowed.)
- (b) small livestock ½ to 1 acre = 2 permitted. Each additional acre 2 per acre increase allowed.
- (c) All small fowl and livestock must be maintained in a manner that prevents accumulation of manure, debris, excess feed to prevent rodents and other pests.
- (d) Structures and pens for small fowl and small livestock shall be in accordance with recommended sizes for the species and shall be sturdy, weatherproof, escape proof, fall within the zoning allowances for the property, and maintained in a cleanly fashion.
- (e) Structures will not be permitted within 25 feet of any property boundary, or occupied building on another's property (current or hereafter constructed).
- (f) Male miniature goats and miniature pigs must be neutered.
- (g) Small farm animals and small livestock may not create a nuisance for the neighborhood – such nuisances (noise, odor, etc.), confirmed by two separate neighboring residences by affidavit, must be abated within 30 days or the animals may be disallowed at the location.
- (h) Shelter shall be available in the form of a minimum two-sided pen, stall, or building with a cover which must conform to applicable building codes for the location.

6.18.030 Keeping of large farm animals.

The keeping of large farm animals is permitted on properties over one acre; provided, that the property contains a minimum of one-half acre of lot area available as pasture, yard, or stall space

for each two such animals in any combination. Any pen or building shall be located at least 100 feet from any neighboring building now existing and hereafter constructed, owned by any other person within the city and must conform to applicable building codes for the location.

(1) Permitted uses

- (a) Two large fowl per ½ to one acre with additional two per acre increase.
- (b) Two large livestock per one acre with additional two per acre increase.
- (c) All large livestock and fowl must be maintained in a manner that prevents accumulation of manure, debris, or excess feed to prevent rodents or other nuisance pests and odors.
- (d) Shelter shall be available in the form of a minimum two-sided pen, stall, or building with a cover which must conform to applicable building codes for the location.
- (e) Structures and pens for large fowl and livestock shall be in accordance with recommended sizes for the species and shall be sturdy, weatherproof, escape proof, fall withing the zoning allowances for the property, and be maintained in a cleanly fashion.
- (f) Any pen, stall, or building shall be located at least 100 feet from any neighboring building now existing and hereafter constructed, owned by any other person within the city.
- (g) Large farm animals and large livestock may not create a nuisance for the neighborhood – such nuisances (noise, odor, etc.), confirmed by two separate neighboring residences by affidavit, must be abated within 30 days or the animals may be disallowed at the location.

6.18.040 Livestock and poultry – at large restricted

Livestock and poultry must be confined to the owner or caretaker's property boundaries and may not become at large. Livestock or poultry that is with a handler and under control by a normal lead, tether, halter, or reins is permitted. It is unlawful for any person owning or having the charge and control of any livestock or fowl to permit or allow the animals to enter or trespass upon private or public property without the express permission of the owner or caretaker of such property while not under control or at large. Any livestock or fowl at large may be seized and impounded.

6.18.050 Animal sanitation

Where any livestock, with the exception of small fowl, deposits any fecal matter upon any public sidewalk, street, alley or within any city park, playground, or cemetery, or upon any other public place or another's property, the keeper of said animal shall remove and dispose of such fecal

matter before the keeper of the animal leaves the immediate area where the fecal matter was deposited. For purposes of this section, the “keeper of an animal” shall mean the person who has immediate possession and control of the animal while the animal is on public property as set forth above.

6.18.060 Violation – Punishment.

Any party keeping livestock in violation of this chapter or failing or refusing to comply with the order of the Animal Control Authority mentioned in SMC 6.04.020, shall be found to have committed a Class 1 civil infraction as adopted by reference and defined under RCW 7.80.120. Additionally, violations of this chapter are subject to the penalties outlined in SMC 6.04.305 Habitual offender.

6.18.080 Construction.

If the provisions of this chapter are found to be inconsistent with other provisions of the Sumner Municipal Code, this chapter is deemed to control.

Section 2. That Sumner Municipal Code Chapter 6.12 PIGS is hereby repealed as follows:

Sections:

6.12.010—Prohibited locations.

6.12.020—Sanitation.

6.12.030—Violation—Penalty.

6.12.010 Prohibited locations.

~~No pig or pigs shall be kept by any person within the city within 300 feet of any inhabited house on adjoining property nor within 200 feet of any street. (Ord. 444 § 1, 1938. Prior code § 5.06.010)~~

6.12.020 Sanitation.

~~No one within the city may keep any pig or pigs unless the places where they are kept shall be at all times maintainable in a sanitary condition and this condition shall be determined by the health officer of the city. When the health officer notifies the owner that the place or places where the pig or pigs are kept is unsanitary the party so keeping the pig or pigs may have five days time in which to place the same in a sanitary condition in accordance with the direction of the city health officer and if they are not placed in a sanitary condition within the five days the places may be abated as a nuisance. (Ord. 444 § 2, 1938. Prior code § 5.06.020)~~

6.12.030 Violation—Penalty.

~~Any party keeping pigs in violation of this chapter, or failing or refusing to comply with the order of the health officer mentioned in SMC [6.12.020](#) shall be deemed guilty of a misdemeanor and on conviction thereof shall be fined in any sum not to exceed \$100.00 or imprisoned in the city jail not to exceed 30 days, or may be punished by both such fine and imprisonment. (Ord. 444 § 3, 1938. Prior code § 5.06.030)~~

Section 3. Severability – Construction. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Sumner Municipal Code, the provisions of this ordinance shall control.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make the necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 5. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage, approval, and publication, as provided by law.

Passed by the City Council and approved by the Mayor of the City of Sumner, Washington, at a regular meeting thereof this 3rd. day of April, 2023.

Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse

City Attorney Andrea Marquez

First Reading: [Click here to enter a date.](#)

Date Adopted: [Click here to enter a date.](#)

Date of Publication: [Click here to enter a date.](#)

Effective Date: [Click here to enter a date](#)

WHEN RECORDED RETURN TO:

City of Sunnyside, Washington
818 East Edison
Sunnyside, WA 98944

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

THIS INTERLOCAL AGREEMENT is made and entered into on this 3rd day of April 2023, by and between the City of Sumner, Washington, hereinafter referred to as "Sumner", 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 is authorized by law to have charge and custody of the Sunnyside City Jail and Sumner prisoners or inmates, respectively; and

WHEREAS, Sumner wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail 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 to perform any governmental service, activity or undertaking which each contracting city 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, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. **GOVERNING LAW.** The parties hereto agree that, except where expressed otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. **DURATION.** This Agreement shall enter into full force and effect from the date of execution and end December 31, 2023, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require Sumner to house its inmates in Sunnyside continuously or exclusively.

3. TERMINATION.

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective *thirty* (30) working days after receipt of such notice. Within said *thirty* (30) working days, Sumner agrees to remove its inmate(s) from Sunnyside.

(b) By Sumner due to lack of funding. The obligation of Sumner 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 Sumner. 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 Sumner 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 Sumner.

(c) Termination for Breach. In the event Sumner breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within *seven* (7) days of Sunnyside giving Sumner written notice thereof, or, if not reasonably capable of being cured within such *seven* (7) days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate Sumner'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, Sumner shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until Sumner retakes its inmates 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 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 Sumner:

City of Sumner
1104 Maple Street
Sumner, WA 98390
Billing: breec@sumnerwa.gov

Primary Contact Person:

Brad Moericke, Chief of Police
253-299-5641, bradm@sumnerwa.gov

Secondary Contact:

Bree Cowdery, Professional Standards
253-299-5640, breec@sumnerwa.gov
Communications: 253-287-4552

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

5. DEFINITIONS. The Parties hereby agree that the following terms 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) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

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

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

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

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house Sumner inmates for compensation per inmate at the rate of \$60.00 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside

Jail of Sumner inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to Sumner, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against Sumner.

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

(c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. Sumner shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of Sumner are confined in order to determine if such jail maintains standards of confinement acceptable to Sumner and that such inmates therein 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 facilities consistent with all applicable federal, state and local laws and regulations.

8. 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.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from Sumner and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to Sumner for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either Sumner or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. Sumner may transfer to Sunnyside only agreed amounts of personal property of Sumner inmates recovered from or surrendered by inmates to Sumner upon arrest. Only those items which fit into a 12-inch by 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 the Sunnyside Jail at the expense of the inmate.

11. 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 the 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 are faithfully executed; provided that nothing herein contained shall be construed to require the City of 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 Sumner inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed Sumner inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, Sumner shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to Sumner inmates. In the event an inmate lacks medical and/or dental insurance, Sumner shall be responsible for any **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for Sumner's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to Sumner as soon as time permits.

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

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

13. DISCIPLINE. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of Sumner. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS.

(a) Sumner 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. 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 hereto. During an inmate's confinement in Sunnyside, Sumner shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

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

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

17. DEATH OF AN INMATE.

(a) In the event of the death of a Sumner inmate, the Yakima County Coroner shall be notified. Sumner shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify Sumner of the death of a Sumner inmate, furnish information as requested and follow the instructions of Sumner regarding the disposition of the body. Sumner hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of Sumner. Written notice shall be provided within three weekdays of receipt by Sumner of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Sumner. With Sumner's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Sumner. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Sumner shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKING OF INMATES. Upon request from Sunnyside, Sumner shall, at its expense, retake any Sumner inmate within *thirty-six* (36) hours after receipt of such request. In the event the confinement of any Sumner inmate is terminated for any reason, Sumner shall, at its expense, retake such inmate at the Sunnyside Facility.

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 Sumner, 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:

(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 Sumner, its officials, agents, officers, employees or volunteers; and

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

19.2 SUMNER – HOLD HARMLESS AND INDEMNIFICATION. Sumner 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 Sumner, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sumner'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) In the event that the officials, agents, officers, and/or employees of both Sumner 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).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from Sumner 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 Sumner who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, 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.

(c) Sumner prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to Sumner's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three* (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of Sumner 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 Sumner under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

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

(b) 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.

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

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

(e) Filing. This Agreement shall be filed with the Yakima 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.

23. 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.

24. 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.

25. 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 Interlocal 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 Interlocal Cooperation 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 the City's and the Port's website as provided by RCW 39.34.

26. ENTIRE AGREEMENT. This Agreement represents the entire integrated Agreement between Sumner 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

By: _____
Elizabeth Alba, City Manager

ATTEST:

Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:

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

THE CITY OF CITY/COUNTY OF

By: _____
Kathy Hayden, Mayor

ATTEST:

Michelle Converse, City Clerk

APPROVED AS TO FORM:

Andrea Marquez, City Attorney

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 _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington

Residing at: _____

My Commission Expires: _____

STATE OF WASHINGTON)

: ss.

THE CITY OF SUMNER)

On this day personally appeared before me Kathy Hayden, Mayor, of the City of Sumner, 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 _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington

Residing at: _____

My Commission Expires: _____

**RESOLUTION NO. 1656
CITY OF SUMNER, WASHINGTON**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT FOR INMATE HOUSING WITH THE CITY OF SUNNYSIDE WASHINGTON.

WHEREAS, the City of Sumner needs and desires to have available jail facilities to provide for the custody and care of our misdemeanor inmates; and

WHEREAS, the City of Sunnyside Washington owns and operates a 97-bed municipal jail in the City of Sunnyside to provide regional correctional services essential to the preservation of the public health, safety, and welfare; and

WHEREAS, both the City of Sumner and the City of Sunnyside desire to enter into a jail services agreement for the housing of Sumner inmates; and

WHEREAS, such agreements are authorized pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and the Cities and Counties Jails Act, Chapter 70.48 RCW; and

WHEREAS, the Sumner City Council Public Safety Committee recommended approving this resolution during their committee meeting on March 15, 2023.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is authorized to enter into the Interlocal Agreement For Inmate Housing with the City of Sunnyside substantially in a form as approved by the City Attorney.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

APPROVED AND ADOPTED this 3rd day of April 2023.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

Michelle Converse, CMC, City Clerk

City Attorney Andrea Marquez