

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

ADDENDUM I

THIS ADDENDUM TO THE 2017 INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the City of Sunnyside, Washington and the City of Toppenish , Washington;

WHEREAS, the City of Sunnyside and the City of Toppenish already have an Agreement for the housing of inmates;

WHEREAS, the City of Sunnyside desires to modify this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto mutually agree as follows:

SECTION 6(a) COMPENSATION shall be repealed and replaced with:

- (a) **Rates.** Sunnyside agrees to accept and house City of Toppenish inmates for compensation per inmate at the rate of \$60.00 per day for inmates staying less than 7 days **unless** all transportation needs are met by the City of Toppenish within the 7 day period in which case the rate shall be assessed at \$47.00 per day. A rate of \$47.00 per day shall be assessed per inmate for inmates staying longer than 7 days. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such daily rate. The date of booking into the Sunnyside Jail, of City of Toppenish inmates shall be charged a minimum of one full daily rate per inmate regardless of the time of booking within a 24 hour period. The date of release from the Sunnyside Jail and/or returned to the City of Toppenish , regardless of the time frame within a 24 hour day shall not constitute a charge by the City of Sunnyside against the City of Toppenish . Rate changes will be notified to the City of Toppenish on or before October 1st advising of the rates for the following calendar year.

This Agreement shall be effective from January 1, 2019 or once fully endorsed by both parties, whichever is latter, and shall terminate in its entirety on December 31, 2019.

The remainder of the original Agreement remains unchanged.


CITY OF SUNNYSIDE



City Manager

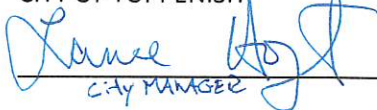
DATE: 10/26/18

ATTEST:



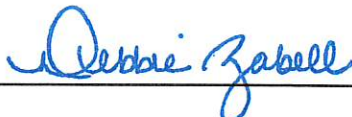
City Clerk

CITY OF TOPPENISH



City Manager

DATE: 10/8/2018



Debbie Zabell

A-2017-40 JAIL ILA-TOPPENISH

CITY CONTRACT NO: A-2019-01
RESOLUTION NO: 2014-55
COUNCIL MTG: X

RESOLUTION 2018-36

**A RESOLUTION APPROVING ADDENDUM 1
TO INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SUNNYSIDE AND THE CITY OF TOPPENISH
FOR THE HOUSING OF INMATES**

WHEREAS, Chapter 39.34.180 of the Revised Code of Washington requires that the City is responsible for the incarceration of misdemeanor and gross misdemeanor offenses committed by adults in the City's jurisdiction, and

WHEREAS, the Toppenish City Council has determined that it is in the best interest of the community to contract out for the housing of Toppenish inmates, and

WHEREAS, Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies, and

WHEREAS, the City of Toppenish and its Police Department wish to utilize the Sunnyside jail facilities for the custody of prisoners arrested by the Toppenish Police Department, and

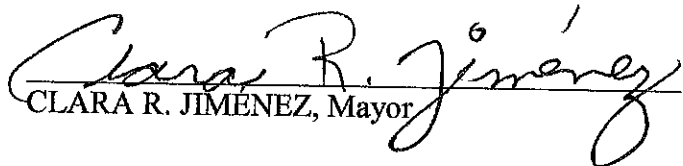
WHEREAS the City of Sunnyside is willing to continue to make its jail facilities available for use by the Toppenish Police Department until December 31, 2019 with a rate increase of \$5.00 per day per inmate when Toppenish provides all transportation needs and for inmates staying longer than seven days in the jail facility,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

The Addendum 1 to Interlocal Agreement Between the City of Sunnyside and the City of Toppenish for the housing of inmates is approved and the City Manager is authorized to execute said agreement on behalf of the City of Toppenish.

This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on October 8, 2018.


CLARA R. JIMENEZ, Mayor

ATTEST:


DEBBIE ZABELL, CMC Finance Director/City Clerk