

RESOLUTION NO. 2017-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON APPROVING A CORRECTION/DETENTION AGREEMENT WITH THE CITY OF BELLEVUE.

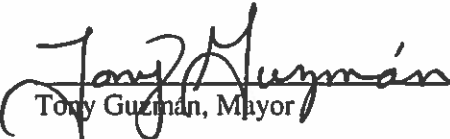
WHEREAS, the city of Bellevue has need for usage of the jail facilities maintained by the City;
and

WHEREAS, the agreement with the city will be fulfilled in accordance to the signed agreement between the City of Wapato and the individual contracting city,

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

1. The City Council authorizes the interlocal agreements between the city of Bellevue and the City of Wapato to be signed by the Mayor.
2. That this resolution shall be in full force and effect upon passage and signature.


ADOPTED BY THE CITY COUNCIL this 7th day of August, 2017.


Tony Guzman, Mayor

ATTEST:


Gloria Acosta, Deputy Clerk-Treasurer

APPROVED AS TO FORM


Kellen Holgate, City Attorney

1st Touch Date: 8-7-17

2nd Touch Date: _____

INTERLOCAL CORRECTION/DETENTION AGREEMENT

This Interlocal Correction/Detention Agreement (hereinafter "Agreement") is made and entered into by and between the City of Bellevue (hereinafter "Bellevue"), a Washington municipal corporation, and the City of Wapato (hereinafter "Wapato") a Washington municipal corporation (Bellevue and Wapato collectively the "Parties").

I. RECITALS

WHEREAS, it is the desire and intent of the City Of Bellevue to utilize the detention facilities maintained by Wapato, and to compensate Wapato therefore, pursuant to the terms of this Agreement, for the care and custody of jail prisoners of the City of Bellevue arrested and/or detained for violations of applicable law within the City of City of Bellevue for which incarceration is authorized.

WHEREAS, in accordance with the terms and conditions herein, Wapato desires to receive payment in return for making its jail facilities available for City of Bellevue and provide for the care and custody of City of Bellevue prisoners who were arrested and/ or detained for violations of applicable law within City of Bellevue for which incarceration is authorized.

WHEREAS, this Agreement is entered into by and between the Parties pursuant to Chapters 39.34 and 70.48 of the Revised Code of Washington, which provide for interlocal agreements for hiring and sharing of correction/detention facilities between local governments.

II. AGREEMENT

Therefore, in consideration of the mutual covenants, conditions and promises herein, the parties mutually agree as follows:

1. **Term**. The term of this Agreement shall commence on September 1, 2017, and terminate on August 31, 2020, unless sooner terminated by either party in accordance with Section 13 of this Agreement.
2. **Incarceration**. Provided that there is available jail/detention facility space, Wapato shall accept and incarcerate City of Bellevue's male prisoners that are eighteen (18) years and older, were arrested or convicted of misdemeanor(s) and/or gross misdemeanor(s), and who were arrested by City of Bellevue police officers or convicted in City of Bellevue Municipal Court for a violation of applicable law within the City of Bellevue. Wapato shall feed and otherwise generally care for such prisoners in the same manner as its own prisoners. All prisoners incarcerated for City of Bellevue by Wapato shall be subject to all laws, rules and regulations of Wapato governing its jail facility, including Wapato's visitation rules and regulations. Wapato retains the right to refuse to incarcerate and/or provide any other services to City of Bellevue prisoners, who, as determined by Wapato at its sole discretion, constitute a security risk or who are arrested, held or detained by City of Bellevue for any violent crime. Wapato retains unilateral discretion to notify City of Bellevue that a prisoner is being denied access to the

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Wapato jail, or that a current prisoner must be immediately removed from the Wapato jail, for any reason. Such notice shall be made to the City of Bellevue Police Department by any effective means (whether in writing or verbally). Upon such notice, transport of the prisoner is to be effected pursuant to paragraph 6 of this agreement. Female prisoners of City of Bellevue will be accepted for incarceration by Wapato when appropriate bed space is available. Nothing in this Agreement gives preference or access to the Wapato jail superior to any other inmate, and access to Wapato jail beds remains contingent upon availability.

3. **Compensation.** City of Bellevue agrees to pay Wapato the sum of Sixty Dollars (\$60.00) per day for each City of Bellevue prisoner incarcerated in Wapato jail facilities pursuant to the terms of this Agreement. Any part of the day, beyond six (6) hours, shall be considered a full day. Payment shall be made for the first day of incarceration, but not for the last day of incarceration. The charges in this section shall apply without regard to whether the prisoner has been charged, tried, or sentenced and shall continue until City of Bellevue notifies Wapato that the prisoner is to be released or until the sentence has been served by the prisoner. Monthly bills shall be sent out by Wapato and paid by City of Bellevue within 30 days of mailing.

4. **Clothing and Bedding.** Wapato agrees to provide each City of Bellevue prisoner with necessary or appropriate clothing and to provide each such prisoner with a booking kit.

5. **Booking & Release Procedures.** City of Bellevue prisoners shall be booked according to the procedures and policies of Wapato. Prisoners' personal property shall be held by Wapato and be transported with each prisoner to the Wapato jail facility. Prisoners shall be released according to Wapato's procedures and policies, and in accordance with applicable court orders. Upon release from the Wapato City jail, the Prisoner will be given a bus ticket from the airport shuttle in Yakima, to the airport shuttle at Sea Tac Washington, which in return the City of Bellevue will reimburse the City of Wapato the fee for the bus fare.

6. **Prisoner Delivery and Notification.** Wapato shall be responsible for pickup of City of Bellevue prisoners and transport them to Wapato jail facilities. Pickup shall be scheduled based on the availability of Wapato jail transport staff. No person who appears to be sick or injured shall be accepted for incarceration in Wapato jail facilities until he has received proper medical attention. Wapato shall provide City of Bellevue with a monthly list of City of Bellevue prisoners housed during the billing month. This list will be included with each monthly billing statement.

7. **Court Appearances.** City of Bellevue shall be responsible for arranging court appearances for its prisoners and shall, whenever necessary for court appearances, arrange to take custody of such prisoners at the facility where incarcerated and redeliver such prisoners to the appropriate facility pursuant to Wapato's booking and release procedures.

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8. Medical Treatment.

- a. Wapato shall provide and furnish routine medical, dental, and other health care services required to be provided pursuant to state and federal law.
- b. City of Bellevue will reimburse Wapato for the costs of non-routine medical, dental, or other healthcare services incurred on behalf of Bellevue inmates. However, major medical treatment that is not a life-threatening emergency must be authorized in advance by City of Bellevue, except that necessary major medical treatment may be provided by Wapato if circumstances make it impossible or unfeasible to obtain advanced notice. In such cases, City of Bellevue shall be notified as soon as reasonably possible after the care is provided.

9. Indemnification and Hold Harmless.

- a. Wapato agrees to hold harmless, indemnify, and defend City of Bellevue , its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in Wapato custody) which result from or arise out of the sole negligence of Wapato, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of this Agreement. The terms of Section 9 "Indemnification and Hold Harmless" shall survive the expiration or earlier termination of the Agreement.
- b. City of Bellevue agrees to hold harmless, indemnify, and defend Wapato, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in Wapato custody) which result from or arise out of the sole negligence of Bellevue, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of this Agreement. The terms of Section 9 "Indemnification and Hold Harmless" shall survive the expiration or earlier termination of the Agreement.
- c. In the event that the officials, officers, agents, and/or employees of both Wapato and City of Bellevue are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).
- d. Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

10. No Insurance. It is understood City of Bellevue does not maintain liability insurance for Wapato and/or its elected officials, officers, employees. It is understood that Wapato does not

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maintain liability insurance for City of Bellevue and/or its elected officials, officers, or employees.

11. **Uniform Alcoholism Treatment.** Neither party shall be responsible to the other for those individuals taken into protective custody by a party in accordance with RCW Chapter 70.96 A, Uniform Alcoholism and Intoxication Treatment.

12. **Implementation.** The chief officer of the City of Bellevue and of the Wapato Police Department shall be jointly responsible for implementation and proper administration of this Agreement, and shall refer problems of implementation to the governing body of Bellevue and Wapato for resolution as necessary.

13. **Termination.** Either party may terminate this Agreement, with or without cause, by providing the other party with thirty (30) days written notice of termination.

14. **Property.** It is not anticipated that any real or personal property would be acquired or purchased by the parties solely because of this Agreement.

15. **Equal Opportunity.** City of Bellevue and Wapato are equal opportunity employers.

16. **Nondiscrimination Provision.** During the performance of this Agreement, Bellevue and Wapato shall not discriminate on the basis of race, age, color, sex, religion, national origin, creed, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

17. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity 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 Party as stated herein.

18. **Severability.** If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

19. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in anyone or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

20. **Integration and Supersession.** This Agreement sets forth all of the terms, conditions and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect

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upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this agreement shall be effective unless reduced to writing and executed by the parties.

21. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

TO CITY OF BELLEVUE:

STEVE MYLETT, CHIEF OF POLICE
BELLEVUE POLICE DEPARTMENT
450 110TH Ave NE
PO BOX 90012
BELLEVUE, WA 98009-9012

(Except for monthly invoices and statements to Bellevue, which should be addressed to:

BELLEVUE POLICE DEPARTMENT
ATTN: CARL KRIKORIAN, FISCAL MANAGER
450 110TH Avenue NE
BELLEVUE, WA 98004-5514

TO WAPATO:

DAVID SIMMONS POLICE CHIEF
WAPATO POLICE DEPARTMENT 205 SOUTH SIMCOE AVE
WAPATO, WA 98951

The addresses above may be changed to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

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

23. Venue. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington. The prevailing party in a legal action to enforce this Agreement shall be entitled to recover their attorney fees and costs incurred in prosecuting and/or defending against such action.

24. Resolution. The City Council of each party shall adopt a resolution authorizing execution of this agreement.

25. Filing with County Auditor. A copy of this Agreement shall be filed with the Yakima County Auditor's Office Pursuant to RCW 39.34.040.

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City of Bellevue

City of Wapato

Brad Miyake, City Manager

Date:

ATTEST

Assistant City Attorney

Date:



Tony Guzmán, Mayor

Date: 08/07/2017




Kellen Holgate, City Attorney

ATTEST



Gloria Acosta
Deputy Clerk-Treasurer

ATTEST



Gloria Acosta
Deputy Clerk-Treasurer

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