

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, NOVEMBER 8, 2016**



**COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM**

**PAGE**

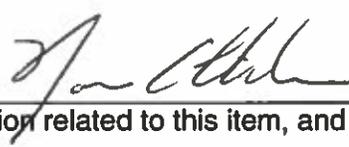
- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. CITIZEN PARTICIPATION** – The public may address the Council on items on the agenda.
- 4. NEW BUSINESS**
  - A. 2017 Local Corrections/Detention Agreement Renewal 1-15
  - B. 2016 Interlocal Agreement for the creation of the Yakima Valley Special Investigations Unit 16-29
  - C. City Council Procedures Manual – Public Comment 30-31
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

**CITY OF GRANDVIEW  
 AGENDA ITEM HISTORY/COMMENTARY  
 COMMITTEE-OF-THE-WHOLE MEETING**

<b>ITEM TITLE</b>  2017 Local Corrections-Detention Agreement Renewal	<b>AGENDA NO.:</b> New Business 4 (A)  <b>AGENDA DATE:</b> November 8, 2016
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<b>Originating Source</b>  Police Department	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)
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**DEPARTMENT DIRECTOR REVIEW**  
 Kal Fuller, Police Chief 

**CITY ADMINISTRATOR**  **MAYOR** 

**ITEM HISTORY** (Previous council reviews, action related to this item, and other pertinent history)  
 The City of Grandview enters into a yearly contract with Yakima County Department of Corrections to determine rates and conditions for housing prisoners.

**ITEM COMMENTARY** (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

RCW 39.94 and RCW 70.48 authorize the city and county to enter into a contract for jail services that specifies the responsibilities of each party. It is beneficial to the City to be able to utilize jail facilities maintained by the County for detention of some City prisoners.

The 2017 contract for services with Yakima County Department of Corrections is unchanged from the 2016 contract.

The normal time that this contract comes into use is when Grandview misdemeanor prisoners are temporarily housed with Yakima DOC while waiting for transport back to Grandview or out of the area to another jail. On occasion this contract applies when a felony suspect is being held in Yakima DOC, but has pending Grandview misdemeanor charges.

**ACTION PROPOSED**  
 Move the 2017 Interlocal Corrections/Detention Agreement to a regular Council meeting for consideration.

# GRANDVIEW POLICE DEPARTMENT

207 W. 2ND STREET, GRANDVIEW, WA 98930 TELEPHONE (509) 882-2000  
FAX (509) 882-1232



KAL FULLER  
Chief of Police

**Date:** 11/02/2016  
**To:** Mayor Childress  
**From:** Kal Fuller, Chief of Police  
**Re:** 2017 Local Corrections Agreement with Yakima County DOC

I have attached the 2017 Local Corrections Agreement with Yakima County Department of Corrections.

This is a yearly contract with no changes from the 2016 agreement.

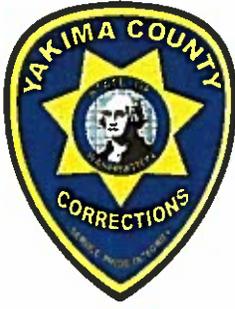
I would request that the agreement be signed for the upcoming year.

Respectfully,

A handwritten signature in black ink that reads 'Kal Fuller'.

Kal Fuller  
Chief of Police

CC: Cus Arteaga, City Administrator  
Anita Palacios, Human Resources



**YAKIMA COUNTY**  
**DEPARTMENT OF CORRECTIONS**  
*111 North Front Street Yakima, Washington 98901 (509) 574-1700*

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October 31<sup>st</sup>, 2016

Grandview Police Department  
Chief Kal Fuller  
207 West 2<sup>nd</sup> Street  
Grandview, WA 98930

**RE: 2017 Local Corrections/Detention Agreements – Renewal Notification**

Dear Chief Fuller:

It is once again time for us to begin the renewal process for the 2017 Local Corrections/Detention Agreements with the Yakima County Department of Corrections. I have enclosed (2) original agreements for you to review and have signed. There will be **no** changes for the upcoming year either in language or daily rates.

Please have the agreements signed and forwarded back to ATTN: Sandra Bess, Program Coordinator at 111 North Front Street, Yakima WA 98901. Once our Board of County Commissioners has signed, a fully executed original will be mailed back to you. Yakima County's last BOCC Agenda will be held on Tuesday, December 27<sup>th</sup>, 2016 so it is my hope that we will get them all fully executed before this year is over.

Please do not hesitate to contact me if you have any questions or issues you would like to discuss. I can be reached at 574-1758, or you can contact Sandra Bess at 574-1704.

Looking forward to another successful year of working together!

Respectfully,

Ed W. Campbell, Director  
EC:sb

C: City Notebook

**2017 INTERLOCAL  
CORRECTIONS/DETENTION AGREEMENT**

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THIS INTERLOCAL CORRECTIONS/DETENTION AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and the **City of Grandview** (hereinafter the "City/Town").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for jail services that specifies the responsibilities of each party.

WHEREAS, the City, through its Police Department, or Mayor desires to continue to utilize the jail facilities maintained by the County for the detention of some City prisoners, and to reasonably compensate the County for the care and custody of said prisoners.

WHEREAS, the County, through its Department of Corrections, desires to continue to make its jail facilities available to the City for the detention of some City prisoners.

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

1. **Purpose.** It is the purpose and intent of this Agreement that the County, through the Department of Corrections, and the City, through its Police Department, Manager or Mayor shall cooperate for the care and custody of male and female jail prisoners pursuant to the authority of Chapters 39.34, 70.48 and 39.34.180 of the Revised Code of Washington. This Agreement is intended to apply to those instances in which it is desirable that a person arrested for a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance, be held under the control and/or custody of the Yakima County Department of Corrections.
2. **Incarceration.** The County shall accept and incarcerate male and female prisoners of the City and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. The City shall accept and incarcerate male and female prisoners of the County and State and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. Yakima County Department of Corrections will not accept prisoners that are not deemed medically acceptable. Please see **Attachment B** to this agreement. In addition, an inmate may be refused for reasons other than medical concerns. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City/Town prisoner or to

return a City/Town prisoner. The County shall use reasonable judgment when invoking this section of the contract.

3. **Computation of Fees.** The Director of the Department of Corrections and the City Police Chief, or City Manager or Mayor shall meet by November of each year to estimate the fees for the following year. This fee will be established by determining the fixed and variable costs of the forthcoming budget along with the number of beds available and the estimated average prisoner days; provided, however, that this fee estimation shall not be considered a renewal of this Agreement.

4. **Charges and Other Services.**

**4.1 Daily Rate for Incarceration.** The City shall pay the County a daily rate for each day or partial day for each prisoner that is incarcerated in the Yakima County Jail for violation or alleged violation of a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance. The City shall not be obligated to pay for incarceration of prisoners charged with any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

The daily rate for the duration of this Agreement will be per day, per inmate according to **Attachment A**. If for some reason, an agreement between the City/Town and County cannot be reached by January 1, 2017, but incarceration of prisoners is desired, the daily rate shall be applied retroactively to January 1, 2017, once the parties reach an agreement.

**4.2** Pursuant to this Agreement and that prisoner is also held in custody at the same time by the County on the basis of State and/or local agency criminal charges, the daily incarceration rate, and all other fees, electronic monitoring charges, medical treatment fees, etc.) for the prisoner shall be fractionalized on an equal basis between the respective jurisdictions. "At the same time" as used in this paragraph shall not be interpreted to include time spent while waiting to serve a consecutive sentence for City charges. For example: if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the booking fee, daily incarceration rate charges, and applicable medical treatment charges shall be allocated to each jurisdiction on a 33 1/3% share of the total cost. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

**4.3 Inmate Housing Computation.** It is agreed the City and County will use **Attachment A** to compute prisoner housing fees.

**4.4 Inmate Work Crews.** Inmate work crews will be contracted through a separate agreement.

**4.5 Home Detention.** Two home detention services are available for the City's prisoners.

4.5.1 Option A: The County will provide home detention electronic monitoring and reporting services to the City/Town for a cost **according to Attachment A.** All offender screening, selection, hookups, scheduling, supervision, re-incarceration, and offender fee collections and use will be the province of the City provided: (1) This service contracted city's offenders only AND (2) The City will reimburse the cost to replace any lost, damaged and/or stolen equipment.

4.5.2 Option B: The County will provide any or all of the home detention program service. Those activities shall be operated by mutual agreement and in full compliance with the County's program policies, procedures and practices. The City/Town also agrees to allow the County to collect and keep all participant and other revenues and fees associated with providing home detention services.

- a. The County shall maintain reasonable access to a sufficient supply of field monitoring device (FMD) equipment needed to meet the City/Town home detention service needs. The County shall keep and maintain such equipment in good working order and shall update the equipment as necessary. The County shall also make reasonable efforts to provide the City/Town with additional monitoring capabilities, including but not limited to: alcohol sensors, daily fax on each monitored defendant, and automated notification regarding monitored defendants who are not in compliance with the home detention monitoring program.
- b. The City/Town shall not be liable to the County for the loss of or damage to monitoring equipment caused by defendants and/or offenders provided by the County pursuant to this Agreement. Rather, the County shall seek compensation for lost or damaged monitoring equipment from those monitored defendants and/or offenders who lose or damage such equipment.

**4.6 Access to County Computer System.** The County shall permit the City continuous access to its computer database regarding all City prisoners detained by the County. This continuous access feature shall be accomplished through a computer link between a computer(s) designated by the City at the Police Station and appropriate computer(s) of the County.

**5. Prisoner Delivery and Notification.**

- 5.1 When it becomes necessary to incarcerate City prisoners in the County due to City's Detention Facility space limitations or for other reasons, the City shall deliver such prisoners to the County Jail. At the time of delivery, the City shall provide the warrant or court order detaining or committing the prisoner to the County. Said order shall specify the next court date or release date of the prisoner. The County shall accept any such prisoner; provided, however, that the County may not accept any prisoner who appears to be sick or injured until such prisoner has received proper medical attention and has been cleared for incarceration by an appropriate medical authority. The County Jail reserves the discretion to refuse to take prisoners for medical reasons or safety and security reasons within the facility.
- 5.2 In the event a City prisoner is held in custody by the County Jail pursuant to this Agreement, and that prisoner is also detained by the County on the basis of other State and/or other local agency charges, the City may at its option and upon completion of his/her sentence for the other jurisdictional charges, pick up and deliver the prisoner to the City Detention Facility for the Completion of his/her jail sentence. It will be the City's responsibility to monitor and manage their prisoner population and to remove its prisoners from and or leave its prisoners in the County facility under this section as best meets its needs.
- 5.3 In the event a prisoner is received by the County pursuant to misdemeanor and/or gross misdemeanor charges filed by the City, the County shall immediately notify the City of the receipt of said prisoner.
- 5.4 When the City holds a prisoner in custody at the City's Detention Facility pursuant to charges from other jurisdictions, the City will notify the County of the transport need and detain the prisoner until the next transport date. The City will deliver the prisoner and the necessary documents to the County on the next transport date at a mutually agreed upon time.
6. **Booking Procedure.** Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City/Town upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.

7. **Court Appearance.** The County shall be responsible for arranging and delivering City prisoners held pursuant to this Agreement for Yakima County Superior Court and District Court appearances. The County shall have sole discretion in determining when prisoners will be transported for Yakima County Superior Court and District Court appearances. Transport may be delayed on occasion if transporting a prisoner poses a safety and security risk to other prisoners in the Jail or Yakima County Department of Corrections staff. The City/Town shall be responsible for arranging and delivering City/Town prisoners held by the County pursuant to this Agreement for applicable Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.

8. **Bail.** The County shall deliver all bail to the appropriate court in a manner, which is agreeable to the receiving court.

9. **Hold Harmless.**

The County agrees to hold harmless, indemnify, and defend the City/Town, 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 County custody) which result from or arise out of the sole negligence of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties and obligations under this Agreement.

9.1 The City/Town agrees to hold harmless, indemnify, and defend the County, its selected 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 a claim of false arrest or detention) which result from or arise out of the sole negligence of the City/Town, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City/Town services, duties and obligations under this Agreement.

9.2 In the event that the officials, officers, agents, and/or employees of both the County and the City/Town 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).

9.3 Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party

10. **Medical.**



The County shall provide and furnish for prisoners confined in its facility the minor medical care, attention and treatment, which is provided within the facility. The County shall immediately notify the City/Town's designee(s) via e-mail or fax if a City/Town's prisoner requires medical or dental treatment at a medical or health care facility, when that is possible. There may be times when immediate notification is not possible or practical, and the provisions of RCW 70.48.130 still apply. The City/Town shall promptly notify the County of any changes in its designee(s). The County shall be reimbursed for any of these medical costs pursuant to RCW 70.48.130. If any disputes arise concerning the City or Town's reimbursement of the County, RCW 70.48.130 controls. Prisoners who are assaulted or accidentally injure themselves while housed in any jail, the medical will be the responsibility of the jail housing them. If an inmate intentionally injures themselves or instigates an action where they are injured the cost goes to the agency for whom the inmate is held **(fractionalized as appropriate.)**

The County and City/Town shall bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the County or City, its officers or agents. "Immediate notification" shall mean notification as soon as reasonably possible before the inmate receives medical and/or dental treatment with the understanding that such may not be reasonably possible prior to emergency care.

In the event the County or City/Town, pursuant to this Agreement holds a prisoner in custody, and the County or City/Town on the basis of other State and/or other local agency criminal charges detains that prisoner, the costs of medical and/or dental treatment shall be fractionalized on an equal basis between the respective jurisdictions. **For example:** if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the total costs of medical and/or dental treatment (other than minor care) shall be allocated on a 33 1/3% share to each jurisdiction. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

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 70.96A Uniform Alcoholism and Intoxication Treatment.
12. **Jail Industries.** The County has a number of internal programs, which may be of benefit to the City/Town. These programs include Commissary, Meal Service, and Work Crews. In the event the City/Town wishes to utilize any of these programs, the County and City/Town shall have the ability to negotiate cost for use.
13. **Implementation.** The Director of the Yakima County Department of Corrections and the City/Town's Designee shall be jointly responsible for implementation and proper administration of this Agreement. In addition, will refer problems of implementation to the governing bodies of the County and City/Town for resolution if necessary.

14. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice 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; provided, however, that either party may terminate the home detention program specified in Section 4.3.2(a) by providing the other party with thirty (30) days written notice of termination that states the grounds for said termination and specifying plans for accommodating the affected prisoners.
15. **Duration of Agreement.** The duration of this Agreement shall be from *January 1, 2017 through midnight December 31, 2017*, unless otherwise terminated in accordance with Section 14 of this Agreement.
16. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
17. **Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national original, sex, sexual orientation, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et. Seq.). In the event of the violation of this provision, the other party may terminate this agreement immediately.
18. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.
19. **Non-Waiver.** 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.
20. **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.
21. **Integration.** This written document constitutes the entire Agreement between the City and Yakima County. There are no other oral or written Agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

22. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Grandview Police Department  
Chief Kal Fuller  
207 West 2<sup>nd</sup> Street  
Grandview, WA 98930

TO COUNTY: Edmund Campbell, Director  
Yakima County Department of Corrections  
111 North Front Street  
Yakima, WA 98901

Alternatively, 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.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
24. **Arbitration.** In the event an inter-local correction/detention agreement for calendar year 2017 is desired by both parties but the parties cannot agree upon the terms of the agreement by March 31, 2017 the new agreement shall automatically be submitted to binding arbitration as provided herein. Specifically, the parties shall attempt to name a single arbitrator by April 15, 2017. In the event that the parties cannot agree on a single arbitrator by said time, each party shall appoint one arbitrator by April 30, 2017. The two appointed arbitrators shall then mutually agree on a third arbitrator to chair the arbitration panel. The arbitration panel shall thereafter decide the dispute by majority rule and render a written decision within fourteen (14) calendar days of the arbitration hearing.
25. **Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

**CITY OF GRANDVIEW**

**BOARD OF YAKIMA COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
Mayor/City Manager

\_\_\_\_\_  
Michael D. Leita, Chairman

Approved as to form this  
\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Kevin J. Bouchey, Commissioner

\_\_\_\_\_  
J. Rand Elliott, Commissioner  
*Constituting the Board of County Commissioners for Yakima  
County, Washington*

Attest:

\_\_\_\_\_  
Tiera Girard  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Stefanie Weigand,  
Senior Deputy Prosecuting Attorney

## Attachment A

### YAKIMA COUNTY INTERLOCAL CORRECTIONS AGREEMENT - 2017

#### Local Detention/Correction Rates:

Daily Housing:

Based on the Monthly Average Daily Population (MADP) sliding scale:

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale. This scale does not include those inmates with serious medical, mental health or behavioral conditions as determined by the County. Inmates whose mental health, behavioral or medical conditions require special housing or treatment will be housed at a rate of \$87.95. All other inmates will be housed based on the (MADP):

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$50.60
126-150	\$51.65
101-125	\$52.65
76-100	\$53.70
51-75	\$54.75
26-50	\$55.80
0-25	\$56.80

#### Billing Detail:

Fractionalized Billing per current practice.

#### Other special Agreement Conditions:

Yakima County has the following correctional options services.

- **Electronic Home Detention (City determines monitoring and supervision)**
  - Daily Electronic Home Monitoring Equipment                      \$9.50
  - Daily Electronic Home Supervision                                      \$0.00
  - (Fees collected from client)
- **Work Crews (City may contract through separate agreement)**

Daily Electronic Home Monitoring Equipment is a charge to agencies for the equipment used, should they decide to do their own Home Detention services Yakima County will provide the equipment for the fee listed above.

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**ATTACHMENT B**  
**MEDICAL ACCEPTABILITY**

The County may, based on the following or other reasonable criteria, determine that proposed inmates are not acceptable for transport and/or housing:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Any injury or illness requiring immediate or emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power.
5. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
6. Signs of alcohol and/or drug withdrawal.
7. Bed bound individuals.
8. Individuals with attached IV or requiring IV medications.
9. Individuals requiring the use of oxygen tanks.
10. AMA (Against Medical Advice) from the hospital.
11. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
12. Post-operative persons who have follow up appointments within the next two weeks.
13. Wounds with drainage tubes attached.
14. Open and/or oozing bedsores.
15. Individuals requiring nebulizers who cannot obtain one.
16. Inmates who cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
17. Persons who are pregnant.
18. Persons undergoing chemotherapy and/or radiation treatment.
19. Persons undergoing dialysis.
20. Persons with the following untreated medical conditions:
  - a) Heart disease

14

- b) Seizures disorders
  - c) Insulin dependent diabetes
  - d) Cancer
  - e) HIV Positive or AIDS
21. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
  22. Persons taking Methadone, or Suboxone, a substitute for Methadone.
  23. Person, if prescribed, has not taken psychotropic medications for at least 72 hours.
  24. Persons requiring CPAP machines as prescribed must be transported with the machine.

**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

**ITEM TITLE**

2016 Interlocal Agreement for the creation of the Yakima Valley Special Investigations Unit

**AGENDA NO.:** New Business 4 (B)

**AGENDA DATE:** November 8, 2016

**DEPARTMENT**

Police Department

**FUNDING CERTIFICATION (City Treasurer)**  
(If applicable)

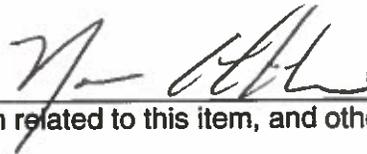
**DEPARTMENT DIRECTOR REVIEW**

Kal Fuller, Police Chief



**CITY ADMINISTRATOR**

**MAYOR**

**ITEM HISTORY** (Previous council reviews, action related to this item, and other pertinent history)

In 2014, Yakima Valley Police Chiefs determined there was a need for a Special Investigations group to conduct high profile officer involved shooting investigations. Chiefs began meeting together regularly to determine the scope of this Special Investigations unit and the necessary organizational factors involved. In 2016, an agreement was finalized for the creation of a Yakima Valley Special Investigations Unit. This agreement has been submitted to all involved legal departments for review. The Agreement has been reviewed by the Washington State Attorney General's Office and been accepted by them. The City of Grandview legal counsel has reviewed and approved the agreement.

**ITEM COMMENTARY** (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

The Yakima Valley Special Investigations Unit (YVSIU) will investigate officer involved incidents which involve great bodily harm or death, in-custody deaths, or other high profile incidents where there may be an appearance of a conflict of interest.

The goals of the YVSIU are to:

- Promote public trust by conducting professional multi-jurisdictional investigations of major incidents, primarily law enforcement involved incidents which involve great bodily harm or death.
- Maximize the availability and sharing of the latest technological equipment and techniques.
- Consolidate and utilize the skills of experienced investigators and supervisors.
- Conduct quality investigations in a timely manner.

The LVSU agreement is a written document detailing some procedures that have been standard for many years. What it adds is a formal outline of policy and procedures to reflect best practices in our profession.

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At this time at least 8 local agencies are member agencies. Also having input to the ILA were Washington State Patrol, Yakima County Prosecutors Office, Yakima County Coroner, and the legal departments of each member agency.

This LVSIU is modeled after other units in operation throughout Washington State.

The Grandview Police Chief will be a member of the Executive Board of the LVSIU.

The Commander of the LVSIU and other positions within will be chosen by the Executive Board.

Each member agency shall be responsible for their employees' wages and associated personnel costs. The venue agency shall be responsible for all reasonable investigative expenditures.

This partnership represents best practices in Law Enforcement and provides important transparency to the public.

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### **ACTION PROPOSED**

Move the 2016 Interlocal Agreement creating the Yakima Valley Special Investigations Unit with Grandview Police Department as a Member Agency to a regular Council meeting for consideration.

# Yakima Valley Special Investigations Unit



# YVSIU

## Table of Contents

Statement of Purpose .....	3
Membership Agencies.....	4
Executive Board.....	4
YVSIU Commander.....	4
Operations Chief(s) .....	5
Public Information Officer .....	5
Team Leader .....	5
Investigator .....	5
Training .....	5
Activation .....	6
Authority.....	7
Responsibilities.....	7
Costs .....	7
Evidence .....	7
Case Files.....	8
Investigative Priority.....	8
Investigative Goals.....	8
Response by YVSIU .....	8
Investigative Requirements.....	9
Vehicle Incidents .....	9
Investigator's Meeting .....	9
Command Staff Briefing.....	9
Scene Security .....	9
Physical Evidence.....	9
Employee Rights .....	9
Public Safety Statement.....	10
County Prosecuting Attorney Role.....	10
Report Writing.....	10
Media Relations.....	10
Sanctions/Removal of Agency .....	11

**Termination..... 11**

**Status of Officers.....11**

**Hold Harmless.....11**

**Definitions.....12**

***STATEMENT OF PURPOSE***

The Mission and Purpose of the Yakima Valley Special Investigations Unit (YVSIU) is to thoroughly investigate officer involved incidents which involve great bodily harm or death, in-custody deaths, or other high profile incidents where there may be an appearance of a conflict of interest. The YVSIU will operate primarily within Yakima County or outside the county upon the request of a Chief or Sheriff. The YVSIU will conduct a criminal investigation to develop relevant information to allow a determination of the presence or absence of criminal culpability on the part of those involved in the incident, specifically:

- To determine whether the nature and the quality of the involved conduct is prohibited by statutes which provide for criminal penalties upon conviction, and
- If criminal conduct does exist, determine the identity of the person(s) responsible, and
- If criminal conduct does exist, determine the degree of crime(s), the existence of any factual or legal defenses to that crime, and the presence or absence of any factors which could mitigate or aggravate punishment for that crime.

Once a case has been completed and submitted to the prosecutor, it shall be made available to the Venue and Employer agencies for their internal use.

Criminal investigations shall follow the rules of law established by the State and federal constitutions, statutory and case law which apply to criminal investigations. The investigation shall be performed in a manner that provides both the appearance and the reality of a thorough, fair, complete and professional investigation that is free of conflicts of interest.

Our Goals: To provide quality investigative assistance to all participating law enforcement agencies, especially those departments that may lack the resources to complete objective, thorough and comprehensive investigation. Additionally, we endeavor to:

- Promote public trust by conducting professional multi-jurisdictional investigations of major incidents, primarily law enforcement involved incidents which involve great bodily harm or death.
- Maximize the availability and sharing of the latest technological equipment and techniques.
- Consolidate and utilize the skills of experienced investigators and supervisors.
- Conduct quality investigations in a timely manner.

**MEMBER AGENCIES:**

Grandview Police Department

Selah Police Department

Sunnyside Police Department

Toppenish Police Department

Union Gap Police Department

Washington State Patrol

Yakima County Sheriff's Office

Yakima Police Department

**EXECUTIVE BOARD:**

The Executive Board of the Yakima Valley Special Investigation Unit shall consist of the Sheriff and Police/WSP Chief(s), or their designee, of each Member Agency. Representatives of the Prosecutor's Office and the Coroner's Office will be invited to all Board meetings and their input will be solicited. For voting purposes and decision making, it will be the majority rule of the Executive Board.

The Chairman of the Executive Board will rotate between Yakima County Sheriff, designated upper valley Police Chief and designated lower valley Police Chief every two years. The Chairman of the Executive Board shall schedule a meeting of the Board in January of each year. The purpose of the meeting will be to receive a comprehensive report from the YVSIU Commander concerning activities of the Unit over the past year, address issues pertaining to the operation and support of the Unit, and address changes to the YVSIU protocol. Special meetings may be called at any time by a member of the Executive Board. Special meetings may also be requested by the YVSIU Commander.

**YVSIU COMMANDER:**

The YVSIU Commanders will be the rank of lieutenant or higher. The YVSIU Commander shall have the responsibility to develop a unit Standard Operating Procedure / Guidelines (SOP/G) and manage and coordinate the readiness and training of the Unit. Candidates for the YVSIU Commander position will be nominated by a member agency and selected by the Executive Board. The YVSIU Commander will report to the Executive Board. The YVSIU Commander will serve two years, but may be extended at the discretion of the Executive Board. A Commander must have strong tact and leadership skills, with experience in criminal investigations and strong working knowledge of the Incident Command System (ICS) to include completion of ICS 300 and ICS 400 level training.

**Operations Chief(s):**

The Operations Chief(s) will be a qualified senior supervisor with experience in criminal investigations and knowledge of ICS. The Operations Chief(s) will be nominated by a member agency and selected by the YVSIU Executive Board. The Ops Chief(s) must have strong leadership and organizational skills. They should have a working knowledge of the Incident Command System (ICS) to include completion of ICS 300 and ICS 400 level training and be prepared to assume command in the absence of the YVSIU Commander. The Ops Chief(s) will assist the YVSIU in the development of the SOP/G, oversee investigations and assign YVSIU resources as needed.

**Public Information Officer:**

The Public Information Officer(s) will be selected from a list of qualified personnel who have attended the basic and advanced PIO training. They should have strong verbal and written communications skills. The PIO(s) will be chosen by the YVSIU Executive Board.

**Team Leader:**

A Team Leader will be an investigative supervisor. The Team Leader must have good leadership and communication skills; as they will be leading a team of investigators from multiple jurisdictions. The Team Leader(s) will be selected by the YVSIU Commander with the permission of their agency's chief executive or designee.

**Investigator:**

Investigators will be experienced officers with a background in criminal investigations. They must be adept at working with multiple agencies with a desire to be team players. The Investigators will be selected by the YVSIU Commander with the permission of the investigators agency's chief executive or designee.

**Training:**

The member agencies will strive to ensure that the Team Leaders and Investigators assigned to YVSIU have the following core classes:

Criminal Investigations

Crime Scene Investigations

Basic Homicide Investigations

Interview and Interrogation

Officer Involved Shooting Investigations / In Custody Death Investigations

Team Leaders and Investigators must have completed five of the six core classes in order to be considered for assignment to YVSIU. Investigators must complete all the core classes within two years of being assigned. In addition, member agencies are expected to provide their investigators with advanced training courses. These courses may include advanced homicide investigation, blood spatter analysis, crime scene photography/videography, and other classes relevant to their assignment with the YVSIU.

**ACTIVATION:**

1. **Automatic and Immediate:** Upon the occurrence of an officer-involved use of force resulting in great bodily harm or death, or in-custody death. The invocation of this Protocol is automatically and immediately in effect, upon the request of the Venue Agency.
  - A Chief of Police, Sheriff, or WSP Commander, or their designee, shall make the request for the YVSIU to the Yakima County Sheriff's Office Communication Center.
  - Dispatch shall contact the YVSIU Commander through standard call-out procedures identified on the YVSIU phone tree or contact list.
  - The YVSIU Commander shall assign the Operations Chief and Team Leader. The Operations Chief shall be responsible for determining how many investigators will be needed during the initial response.
  - In cases of an officer-involved fatality, the Team Leader shall not be from the employing agency (excluding the WSP).
2. **Other Incidents:** This Protocol may also be invoked for other significant incidents, as approved by the YVSIU Commander.
3. **Non-Member Agencies:** The request for investigative assistance in an officer-involved critical incident shall be made by the chief executive of the non-member venue agency to the YVSIU Commander. The YVSIU Commander will decide if the unit is to be activated.
4. **Invocation When Not Required:**
  - Each member agency of this agreement may invoke this Protocol upon the occurrence of any critical event involving a law enforcement employee which may have possible criminal liability attached. Upon this invocation, the matter will be investigated under the provisions of this Protocol. Member agencies may elect to not participate in the investigation based upon their internal policies and procedures.
  - In lieu of invoking this Protocol, the venue agency may investigate the matter by itself or seek aid from other agencies outside of the Protocol's requirements.

## **AUTHORITY:**

Once the YVSIU has agreed to investigate an incident as requested by the venue agency's chief executive, the YVSIU shall have sole and exclusive authority concerning the investigation of the incident. The YVSIU Commander or designee will provide appropriate case updates to the employer agency's chief executive, or their designee, throughout the course of the investigation.

Washington State Patrol policy directs that the WSP will investigate use of lethal force by its personnel, and that the WSP will not attempt to prevent a concurrent investigation by other agencies with jurisdiction. The YVSIU and WSP should work jointly to criminally investigate the incident if the involved officer is a WSP commissioned employee.

## **RESPONSIBILITIES:**

- The venue agency shall make the initial request to activate the YVSIU.
- The venue agency shall provide a command-level liaison.
- Both the employer agency and venue agency shall make appropriate department personnel available to the YVSIU.
- The venue agency shall make available facilities and equipment as needed by the YVSIU.

## **COSTS:**

Each member agency shall be responsible for their employees' wages and associated personnel costs. The venue agency shall be responsible for all reasonable investigative expenditures. The venue agency shall be advised of all extraordinary costs associated with the investigation.

## **EVIDENCE:**

- Evidence Storage: All evidence shall be stored under the control of the Yakima County Sheriff's Property Room or, in the event of a conflict, it shall be stored at a non-employer agency as designated by the YVSIU Commander. The YVSIU Commander shall coordinate with the member agency's chief executive or designee to ensure compliance with that agency's policies and procedures. The venue agency shall be responsible for storage and handling costs of extraordinary items such as vehicles, HAZMAT, etc.
- Evidence Retention: No evidence shall be released or destroyed without consent or agreement of the other agencies involved in the investigation including the Yakima County Prosecuting Attorney's Office. Once the criminal prosecution is completed all property owned by private citizens will be released in accordance with State Law and involved agency's policies and procedures.

## **CASE FILES:**

- All original reports, statements and other documentation of venue agency employees should be filed and maintained by the Venue Agency or the Yakima County Sheriff's Office. Copies of those reports, statements and other documentation shall be submitted to the YVSIU Commander in a timely manner. Reports filed in Spillman will be segregated.
- Copies of all case files should be made available to the employer agency.
- The complete investigation will be sent to the Prosecutor's Office.

**INVESTIGATIVE PRIORITY:** The Criminal Investigation has investigative priority over the Administrative Investigation and it begins immediately after an incident has occurred.

**INVESTIGATIVE GOALS:** The goal of the investigation is to develop all available relevant information about the incident. When the investigation is completed, including all forensic testing, toxicology report and autopsy reports, the case will be submitted to the County Prosecutor. The County Prosecutor will make a final determination on the presence or absence of criminal culpability on the part of those involved in the incident, specifically:

1. To determine presence or absence of criminal culpability on the part of those involved in the incident, specifically:
  - To determine whether the nature and the quality of the conduct involved is prohibited by statutes, which provide for criminal penalties upon conviction; and
  - If criminal conduct does exist, determine the identity of the person(s) responsible for that conduct; and
  - If criminal conduct does exist, determine the degree of crime(s), the existence of any factual or legal defenses to that crime, and the presence or absence of any factors which would mitigate or aggravate punishment for that crime.
2. To incidentally provide factual information to the employer agency's management for its internal use. While the Criminal Investigators do not direct their investigative attention to administrative concerns, it is recognized that the Criminal Investigation's results are of proper interest to agency management for its internal use, and those results are fully available for that purpose.

**RESPONSE BY YVSIU:** Once the YVSIU activation has been authorized, the YVSIU Commander will direct resources to the investigation. The initial YVSIU response will consist of the Operations Chief, Team Leader and an adequate number of Investigators to handle the investigation. If additional resources are needed as the investigation evolves, that will be at the discretion and direction of the Operations Chief. When possible the Team Leader(s) should not be from the employer agency (excluding the WSP).

**INVESTIGATIVE REQUIREMENTS:** The investigation is required to follow the rules of law, which apply to all criminal proceedings; these include constitutional, statutory and case law. Detectives will maintain the integrity of the investigation by following the rules of evidence throughout the investigation and consulting with and obtaining the permission of the prosecutor prior to releasing any evidence, to include 911 tapes, witness statements, video, etc.

The investigation will be performed in a manner that provides a thorough, fair, complete and professional investigation, free of conflicts of interest.

**VEHICLE INCIDENTS:** When requested, the YVSIU will investigate officer involved incidents when the use of a vehicle is an intentional use of force by a police officer that causes great bodily harm or death. In these investigations, the YVSIU will utilize experienced Collision Reconstructionists and appropriate resources.

This section is not to imply YVSIU will be activated in a police involved collision causing great bodily harm or death where the collision was not a result of an intentional use of force.

**INVESTIGATOR'S MEETING:** After the initial scene has been processed, the Team Leader will conduct a briefing with the Investigators to determine what has been accomplished and what still needs to be accomplished to complete the investigation. Attendees to this meeting will consist of the Operations Chief, Team Leader and key Investigators involved in the investigation.

**COMMAND STAFF BRIEFING:** The purpose of this briefing is to advise the Command Staff from the employer agency the status of the incident and to determine what information is appropriate for the media releases. In addition to the Command Staff from the employer agency, the attendees to this meeting typically will consist of the YVSIU Commander, Operations Chief, investigative Team Leader and PIO.

**SCENE SECURITY:** The venue agency will have the responsibility for immediately securing crime scene(s) within its jurisdiction. This responsibility includes preservation of the integrity of the scene(s) and its/their contents, controlling access to the scene(s), and the identification and separation of witnesses. Use of allied agency resources may be necessary to accomplish this task.

**PHYSICAL EVIDENCE COLLECTION, PRESERVATION, AND ANALYSIS:** Member agencies having the capability to assist YVSIU Investigators in the documentation of the scene(s) and to assist in the collection, preservation, and analysis of physical evidence may do so providing they possess the requisite training and experience.

Prior to final relinquishment of the scene, the Team Leader, crime scene Investigators/professionals, and YVSIU Command Staff will confer to determine if the collection of evidence is complete.

**EMPLOYEE RIGHTS:** Law enforcement employees have the same rights and privileges regarding YVSIU interviews that any other citizen would have, including the right to remain silent, the right to consult with an attorney prior to an interview, and the right to have an attorney present during the interview.

**PUBLIC SAFETY STATEMENT:** Public Safety Statements should be taken with consideration of the Employer Agency's policies, procedures and documents.

**THE COUNTY PROSECUTING ATTORNEY'S OFFICE:** The Yakima County Prosecutor and his/her office have the following role in YVSIU investigations:

1. Assist and advise the investigative teams on various criminal law issues which may arise, such as Miranda, voluntariness, search and seizure, probable cause to arrest, detentions and releases, elements of crimes, immunity and legal defenses. This list is not intended to be all-inclusive.
2. Upon completion of the Criminal Investigation, the Yakima County Prosecutor shall analyze the facts of the incident as well as the relevant law to determine if any criminal charges are appropriate. If the Prosecutor finds, after full evaluation of the facts and law, that the case should be charged out, he/she may prosecute as appropriate. If the Prosecutor does not file criminal charges, he/she shall prepare a written memorandum indicating the reasoning behind the decision.
3. Once the Yakima County Prosecutor determines whether to file or not file criminal charges, he/she will appropriately send the notice/memorandum first to the respective law enforcement agencies as well as the YVSIU alerting them to the decision. Then, the Prosecutor will accordingly send a press release to the media outlets.

**REPORT WRITING:**

1. All individuals participating in the criminal investigation will write reports documenting their participation.
2. The Investigators within each investigative team will allocate and divide among themselves the responsibility for documenting interviews and observations.
3. Prompt completion and distribution of reports is essential. All involved agencies and investigators will strive for report completion and distribution within 7 days of any investigative activity. The Coroner's report may be delayed beyond 30 days pending results of some scientific tests.

**MEDIA RELATIONS:**

1. YVSIU: Once the YVSIU has initiated an investigation, all YVSIU media releases related to the investigation shall be made by the YVSIU Public Information Officer (PIO) or other official designee with the approval of the YVSIU Commander after consultation with the employer agency chief executive or designee. The YVSIU will

27

release information typically on the day of the incident, an intermediate news release, and then a conclusionary release when the complete investigation is sent to the Prosecutor.

2. **THE EMPLOYER AGENCY:** The employer agency's PIO, or other official designee, will release information in coordination with YVSIU supervisors. It shall be the responsibility of the employer agency to determine when the involved officer's name will be released to the public, pursuant to their policies and procedures. The employer agency may release information regarding the actor's employment history and related performance as an employee. The employer agency is prohibited from releasing information that is likely to affect the integrity of the investigation.

#### **SANCTIONS/REMOVAL OF MEMBER AGENCY:**

Willful violations of the protocol agreement will be brought to the attention of the Executive Board by the YVSIU Commander, Operations Chief or Team Leaders. The Executive Board, by majority vote, may elect to immediately stop the investigation and turn the investigation over to the venue agency. A member agency failing to abide by this agreement may also be removed from the YVSIU by a majority vote of the Executive Board.

#### **TERMINATION:**

- *A party may terminate this Agreement or, alternatively, withdraw its participation in the YVSIU by providing written notice to the chief law enforcement officer for each member agency of its intent to terminate or withdraw from this agreement. A notice of termination or withdrawal shall become effective upon the latter of: a) 30 days after service of the notice on the chief law enforcement officers for all member agencies; or b) at the conclusion of any YVSIU investigation that is pending on the date specified by (a) above."*

#### **STATUS OF OFFICERS ASSIGNED TO YVSIU:**

- Pursuant to RCW 10.93.050, each officer assigned to the YVSIU remains the employee of the party who hired the officer, and is not an employee of any other member agency.
- Member agencies shall not allow officers subject to the provisions in *Brady V. Maryland* to be assigned to YVSIU.

#### **HOLD HARMLESS:**

- Pursuant to RCW 10.93.040, it is understood and agreed that each member agency, its agents, employees, and insured's do not, by virtue of these Protocols, assume any responsibility or liability for the actions of another agency's officers.
- The member agencies agree to indemnify and hold each other harmless from any and all liability, loss, damage, or claims, of any description, which restful from the actions, inactions, negligence of their

employees, officers, and/or agents, that each may suffer arising out of, or in connection with, these Protocols.

**DEFINITIONS:**

**Employer Agency:** The agency who employs the officer(s) who use lethal force.

**Venue Agency:** The agency having jurisdiction of the incident.

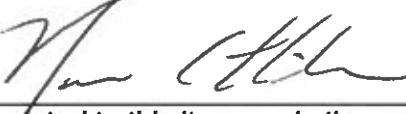
**Member Agency:** Signatories to the agreement who have personnel assigned to YVSIU.

**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

<b>ITEM TITLE</b>	<b>AGENDA NO.:</b> New Business 4 (C)
City Council Procedures Manual – Public Comment	<b>AGENDA DATE:</b> November 8, 2016
<b>DEPARTMENT</b>	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)
Legislative	

**DEPARTMENT DIRECTOR REVIEW**

Mayor Norm Childress

<b>CITY ADMINISTRATOR</b>	<b>MAYOR</b>
	

**ITEM HISTORY** (Previous council reviews, action related to this item, and other pertinent history)

On April 26, 2016, Council approved Resolution No. 2016-23 amending the Grandview City Council Procedures Manual.

**ITEM COMMENTARY** (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Grandview City Council Procedures Manual Section 4. Agenda, 4.3 Order of Business, (d) Public Comment currently reads as follows:

4.3(d) Public Comment - at which time the public may address the Council on items on the agenda.

I would suggest the wording be revised to read as follows:

4.3(d) Public Comment - at this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.

I am presenting this in an effort to welcome public attendance at meetings and encourage public comments and inquiries about agenda business or general City matters.

**ACTION PROPOSED**

Move resolution amending the Grandview City Council Procedures Manual to clarify Section 4. Agenda, 4.3 Order of Business, (d) Public Comment to a regular Council meeting for consideration.

4.3 **Order of Business:** The order of business shall be as follows:

- (a) Call to Order & Roll Call
- (b) Pledge of Allegiance
- (c) Presentations
- (d) Public Comment - at which this time the public may address the Council on ~~items on the agenda~~ any topic whether on the agenda or not, except those scheduled for public hearing.
- (e) Consent Agenda
  - (i) Minute Approval
  - (ii) Payroll and Claim Payments
  - (iii) Other items
- (f) Active Agenda
- (g) Unfinished and New Business
- (h) City Administrator and/or Staff Reports
- (i) Mayor & Councilmember Meeting Reports
- (j) Adjournment