



The City of Spokane

City Council

Public Safety & Community Health

Committee Agenda

12:00 p.m. Monday, June 1, 2026

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **12:00 p.m. on June 1, 2026**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live on the City Cable 5 livestream webpage:

<https://my.spokanecity.org/citycable5/live/> and on the Spokane City Council Facebook page: <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2495 781 4519; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Safety & Community Health meeting is regularly held every 1st Monday of each month at 12:00 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken.

Public comment will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

<https://forms.gle/DamhDTmjvxUm4HxG8>

Agenda:

- . **Call to Order**

- . **Monthly Report/Update**
 - . STRATEGIC INITIATIVES MONTHLY UPDATE - JACQUI MACCONNELL (0 minutes)

 - . PHOTO RED MONTHLY UPDATE - DAVE SINGLEY (0 minutes)

- . **Discussion Items**
 - . SPD MONTHLY UPDATE - CHIEF HALL (10 minutes)

 - . PERSONAL PROTECTIVE EQUIPMENT - SBO - CHIEF HALL (5 minutes)

 - . SFD MONTHLY UPDATE - CHIEF WILLIAMS (10 minutes)

 - . IDAHO-SPOKANE HAZMAT TEAM INTERAGENCY AGREEMENT - CHIEF WILLIAMS (5 minutes)

 - . FIRE DISTRICT PRESENTATION - KATE FAIRBORN & CHIEF WILLIAMS (15 minutes)

- . EMERGENCY MANAGEMENT QUARTERLY UPDATE - SARAH NUSS (10 minutes)
- . SPECIAL BUDGET ORDINANCE – PUBLIC SAFETY SIP LOANS FOR POLICE AND FIRE - MATT BOSTON (5 minutes)
- . BOARDS, COMMISSION AND STAFF UPDATES - CITY COUNCIL (10 minutes)
- . **Consent Items**
 - . PUBLIC SAFETY SIP LOAN (FINANCE & ADMINISTRATION)
 - . FACILITIES - POLICE DEPARTMENT - POLICE ACADEMY ADDITION CONTRACT (FACILITIES MANAGEMENT)
- . **Public Testimony**
- . **Executive Session**

Executive Session may be held or reconvened during any Finance & Administration Committee meeting.
- . **Adjournment**
- . **Next Meeting**

Next Public Safety & Community Health Committee meeting

The next meeting will be held at the regular date and time of 12:00 p.m. July 9, 2026.

Americans with Disabilities Act (ADA) Information: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of

Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call Human Resources at 509.625.6373 or email Debbie DeCorde at DDecorde@SpokaneCity.org. 808 W. Spokane Falls Blvd., Spokane, WA, 99201. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/01/2026**Committee Agenda type:** Information Only**Date Rec'd**

5/20/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

JACQUI 4109

Requisition #**Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.O

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

KTELIS MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?****Agenda Item Name**

STRATEGIC INITIATIVES MONTHLY UPDATE

Agenda Wording

Spokane Police Department's Strategic Initiatives Monthly Update

Summary (Background)

Spokane Police Department's Strategic Initiatives Monthly Update for June 2026.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	

Spokane Police Department

Strategic Initiatives June 2026 Report



Excerpts of Commendations

(Personal Identifying Information has been removed)

Dear Mayor Brown and Chief Hall, Last Friday, a small oversight became a real-world test of Spokane's emergency response. After a concert, I forgot to take my phone off silent and unknowingly left my front door slightly ajar after setting my security system. Overnight, wind pushed the door open, triggering an alert with my security company — though no alarm sounded inside my home. Because my phone was on silent, neither the company nor my security back-up—my daughter—could reach me. She was out of town and mistakenly believed the alert referred to her own home, reporting that no one should be inside. With no response from me, the situation escalated exactly as it should have. I awoke to Spokane Police at my door—startling at first, then profoundly reassuring. In an instant, confusion gave way to clarity: when something appears wrong, Spokane's officers show up. Their response was swift, measured, and professional. That kind of readiness doesn't happen by chance — it reflects strong leadership, training, sound judgment, and deep commitment. I am deeply grateful for their vigilance and service. Please extend my sincere appreciation to the officers involved.

Chief Hall/Asst. Chief Singley/Capt. Meidl, On behalf of the Kennewick Police Department, our City Attorney Laurencio Sanguino, and the citizens of Kennewick, I want to express our gratitude for the support from your agency. Last night, Spokane PD **Detective Tim Schwering** attended our City Council Workshop meeting where he co-presented with our City Attorney on Virtual Currency Kiosks. This was not new information for our council as our police department presented to them a few weeks ago. This presentation was different as our City Attorney provided a wider breadth of data and brought in a well-informed, experienced Detective, who had firsthand knowledge on the crimes involved and the impact on victims. This was clearly an approach that we could not have done as we simply do not have the knowledge/experience that Detective Schwering brought. Detective Schwering not only represented the Spokane Police Department in the highest of levels, he showed true compassion for the victims of these cases and how a code change could have an immediate impact. Detective Schwering's experience and overall information was exactly what our council needed to hear. I am confident in saying that I do not believe we would have been able to get the code change to a vote without Detective Schwering's involvement. I have no doubt our code will pass during our next council meeting. As you have seen in Spokane, this will have a lasting impact on our community and will likely prevent the victimization of additional Kennewick residents. Much of this credit will go Detective Schwering's involvement and the great work he continues to do! Thank you for your support of our community and if we can somehow return the support, please don't hesitate to let us know!!

2026 Officer-Involved Shootings

From January 1 – April 30, 2026, there was one deadly force incident.

Incident FD26-001 / 2026-20035543:

The incident took place on February 24, 2026, in the 1800 block of West Carlisle Avenue. The Spokane Independent Investigative Response team (SIIR) will conduct the investigation. The SIIR team is comprised of multiple agencies in Eastern Washington including the Spokane County Sheriff's Office, Washington State Patrol, and the Spokane Police Department.

A list of all officer-involved shootings and fatalities from 2013-2025 is available on our website. Click here to see the list. <https://static.spokanecity.org/documents/police/accountability/2013-2025-deadly-force-incidents-and-fatalities.pdf>

Know Your Neighborhood Resource Officer

If you'd like to find the name of the Neighborhood Resource Officer for your neighborhood, please click on this link: <https://my.spokanecity.org/neighborhoods/councils/>



Neighborhood Resource Officer Deanna Storch, Northeast, is on the right, along with Reserve Officer Mat Allen and Explorer Austin Russell.

Youth Internet Safety Presentations

Detective Tim Schwering is leading a Youth Internet Safety community education campaign. Detective Schwering investigates financial fraud cases, especially cases involving cryptocurrency. Over the last two years, he delivered more than 100 outreach presentations on crypto scams in our community.

Recently, he has had to investigate crypto scams involving child sexual abuse material. After learning how prevalent this issue is, with so many victims in Spokane, Detective Schwering is trying to get the message out to parents and guardians:

- How adults are enticing kids through apps (Roblox, Snapchat, Discord, IG, etc.)
- How to prevent victimization
- And what to do if your child or someone you know is victimized (resources, etc.)

Spokane Police Department is partnering with the Spokane Regional Health District and the FBI to conduct focus groups on this topic. Presentations are taking place all over the community. If you would like to schedule a meeting or presentation, please email Detective Schwering at tschwering@spokanepolice.org.



Above, SPD Staff Tim Schwering, Cheyenne Gillespie and Kathy Armstrong, with NATIVE Project Staff Dylan Dressler and Sheena Birdtail, with NAACP Spokane Chapter President Dr. Melissa Mace. The group is pictured at a NATIVE Project Community Wellness Night.

SPD Officers in the Schools

Teens in the Driver's Seat

Spokane Police Department and Shadle Park High School are hosting a program called Teens in the Driver's Seat (TDS). This program involves teen safe driving events, to include officers talking to teens about Impaired driving and many other safe driving practices. For the recent event, we had impairment goggles where students either attempted to stack cups in a pyramid as fast as they could or performed a "mock" sobriety test with the officers.



An officer works with a student on an impaired driving exercise.

Secondary Transition Program

Spokane Police Department has a partnership with the Spokane Public Schools' Secondary Transition Program (STEP). The STEP program is designed for young adults with disabilities aged 18-22 who continue to need transition services beyond 12th grade. The mission of Secondary Transition is to provide learning opportunities that build vocational, functional, social, and independent living skills. The program includes classroom-based direct instruction, community-based instruction, and internships through a Secondary Transition site. SPD is one of the sites where young people work. Officers also visit the classroom and arrange for a tour of the Public Safety Building.

On May 11, 2026, a tour took place. Students met various SPD staff, went to roll call, toured the building, and viewed special equipment.

Below, students learn about police vehicles.



Below, Sergeant Winston Brooks answers students' questions.



Below, a student meets Assistant Chief Matt Cowles.



Below, students tour the building with Officer Jen Kerns.



SPD Air Support Unit

In 2018, Spokane Police Department implemented a new program to assist in its day-to-day functions. With the technological advancements in drones, SPD created the Air Support Unit (ASU). Due to the success of ASU, SPD created a full-time drone team in September of 2025. The team works alongside patrol teams during peak hours and is staffed daily. Currently SPD's ASU has 8 pilots; 4 of which work as full-time drone operators and 4 of which work in a patrol capacity

ASU responds to multiple calls for service each day and provides overwatch on high-risk calls for officers, helping mitigate officer safety risks. In 2025 alone, ASU responded to 1,593 calls for service. Since moving to full time in September of 2025, ASU has assisted with locating subjects involved in criminal investigations 128 separate times. They have responded to 42 missing persons calls, assisting in locating missing persons from children to senior citizens suffering with dementia. ASU also assists with special operations, such as traffic specials, as well as large city-wide events, providing an added layer of safety to the community.

The implementation of a full-time drone team has created an operational dynamic where drones are frequently among the first officers responding to calls for service. Since September of 2025, ASU has been first on scene for 733 calls for service. This has assisted patrol in locating suspects and making arrests on multiple occasions as ASU can get to a call for service multiple minutes before patrol arrives. While patrol officers must navigate through the city in traffic to get to calls for service, ASU is able to launch their drones from multiple locations around the city and be there almost immediately. They have also handled 479 calls without the need for a patrol response.

Drones provide a highly cost-effective alternative to traditional police helicopters while still providing real time aerial support at a fraction of the cost. Drones are far less expensive to operate and maintain and can be deployed quickly with minimal personnel. This helps SPD respond faster and make use of our resources to keep our community safe.

The following video highlights ASU's value during an active burglary investigation, where drone operators helped officers quickly locate suspects and recover critical evidence, including firearms. These incidents demonstrate how emerging technology can strengthen public safety while improving efficiency, accountability, and officer safety for the Spokane community. As with all police technologies, the Spokane Police Department remains committed to the ethical, transparent, and constitutional use of drones, with policies, training, and oversight designed to protect both public safety and individual rights.

To access a video about SPD's drones, please click this link:

[SPD's ASU locates Burglary Suspects](#)

“Serving our community with Integrity, Professionalism, and Compassion”

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/01/2026**Committee Agenda type:** Information Only**Date Rec'd**

5/20/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

DAVE SINGLEY 4171

Requisition #**Contact E-Mail**

DSINGLEY@SPOKANEPOLICE.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

KTELIS MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?****Agenda Item Name**

PHOTO RED MONTHLY UPDATE

Agenda Wording

Spokane Police Department's Photo Red Monthly Update

Summary (Background)

Spokane Police Department's Photo Red Monthly Update for April 2026

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Police Department / Traffic Unit
Contact Name & Phone	David Kaurin 509-835-4565
Contact Email	dkaurin@spokanepolice.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Photo Red / Speed

Background/History: Report for Public Safety meeting March 2nd, 2026.

Statistic for Photo Red for the time frame of **April 1st, 2026, to April 30th, 2026.**

There were 2420 violations on the photo red system from **April 1st, 2026, to April 30th, 2026.** During the same time frame in 2024 there were 1971 violations, which is an increase of 449 violations.

Statistic for Photo Speed for the time frame of **April 1st, 2026, to April 30th, 2026.**

There were 1890 violations on the photo speed system from **April 1st, 2026, to April 30th, 2026.** During the same time frame in 2024 there were 1737 violations which is an increase of 153 violations. Cameras are still not operational at Adams Elementary as the school location has been shut down for remodeling.

Executive Summary: Photo RED

April 1st, 2026, to April 30th, 2026

- E/B Mission and Greene was the 1st highest with 421 violations.
- N/B Greene and Mission was the 2nd highest with 316 violations.
- N/B Freya and 3rd was the 3rd highest with 230 violations.
- S/B Thor and 2nd was 4th highest with 203 violations.

Executive Summary: Photo SPEED

April 1st, 2026, to April 30th, 2026

- S/B Nevada @ Longfellow was the 1st highest with 453 violations.
- S/B Monroe @ Willard was the 2nd highest with 289 violations.
- N/B Ash @ Ridgeview was the 3rd highest with 189 violations.
- E/B Empire @ Shaw was the 4th highest with 174 violations.

***Current revenue of the system.**

Type of Revenue	2026 Initial/Adopted Budget	Budget/12 months or budget per month	4 months of per month budget	Actual through April 2026	variance to actual surplus/(shortfall)
Photo Red Fines	1,320,956	110,080	440,320	472,608.75	32,289
School Zone Fines	4,295,187	357,932	1,431,728	1,026,787.54	(404,940)

Proposed Council Action & Date:

Fiscal Impact:

Total Cost:

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source:

Expense Occurrence One-time Recurring

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impacts

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/01/2026**Committee Agenda type:** Discussion**Date Rec'd**

5/20/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 06/22/2026**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

JACQUI 4109

Requisition #**Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.O

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

KTELIS MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

PERSONAL PROTECTIVE EQUIPMENT - SBO

Agenda Wording

Special budget ordinance increasing appropriations in the Forfeitures and Contributions fund for the purchase of personal protective equipment, specifically prescription eye-wear inserts for standard issue officer gas masks.

Summary (Background)

Spokane Police Department (SPD) officers have department issued gas masks that do not allow for standard prescription glasses to be worn inside the mask. For officers to safely utilize their masks during deployment, special inserts and prescription lenses must be purchased for those who need it. SPD estimates that approximately 65 officers could need this accommodation, which would cost an estimated \$8,260 for the inserts and \$16,740 for lenses. The forfeiture funds have already been received and are in fund 1560's reserves/fund balance. Federal forfeitures have been trending higher than budgeted so far in 2026.

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ 25,000.00	
Current Year Cost		\$ 25,000.00	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Increase appropriation by \$25,000 in the Forfeitures and Contributions Fund			
Amount		Budget Account	
Expense	\$ 25,000.00	# 1560-17100-21250-53205-68084	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source One-Time			
Funding Source Type Reserves			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
Dept Head	HALL, KEVIN	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	MANAGEMENT &	MILLER, JACOB
Accounting Manager	HAACK, KELLY A.		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		
Distribution List			
		spdfinance@spokanepolice.org	
spdexexecutivestaff@spokanepolice.org			

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO PURCHASE PRESCRIPTION EYEWEAR EQUIPMENT FOR GAS MASKS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Forfeitures and Contributions Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the Forfeitures and Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$25,000.
- A) Of the increased appropriation, \$25,000 is provided solely for personal protective equipment.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to purchase prescription eyewear equipment for gas masks, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/01/2026**Committee Agenda type:** Consent**Date Rec'd**

5/27/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 06/22/2026**Submitting Dept**

FIRE

Bid #**Contact Name/Phone**

TOM WILLIAMS 509-435-7001

Requisition #**Contact E-Mail**

TMWILLIAMS@SPOKANECITY.OIRG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON KTELIS

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

IDAHO-SPOKANE HAZMAT TEAM INTERAGENCY AGREEMENT

Agenda Wording

A cross-border interagency agreement where the Idaho Office of Emergency Management funds a hazmat response team operated by the Spokane Fire Department (SFD), covering north Idaho for a 3-year term (2026-2029). SFD staffs, trains, and deploys the team; Idaho reimburses incident costs including personnel, equipment, and hazard pay.

Summary (Background)

This is a 36-month interagency agreement (effective 2026-2029) between the Idaho Office of Emergency Management and the City of Spokane (via its Fire Department), establishing the Region 1 Hazardous Substance Emergency Response Team to handle hazmat incidents primarily in north Idaho. Idaho funds equipment and training, while the SFD serves as the Host Agency responsible for staffing, maintaining equipment, and deploying the team. Reimbursement for incident deployments covers fully loaded personnel costs plus 10% hazard pay, with administrative overhead capped at 10% of the total request. Either party may terminate with 180 days' notice (or 90 days for non-appropriation).

What impacts would the proposal have on historically excluded communities?

Historically excluded communities, including low-income neighborhoods and communities of color, often face greater environmental hazard exposure with fewer resources to respond; this team ensures equitable, professional hazmat coverage across all areas of Spokane regardless of neighborhood.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Spokane Fire Department will track incident locations and response times against City demographic data, with results reportable through existing City equity and public safety reporting channels.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

SFD will monitor response time compliance, team certifications, and incident outcomes annually; the Joint Advisory Group provides additional oversight and course correction as needed.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This agreement implements Spokane's 2025 CEMP, fulfills SMC 02.04.096 obligations, and supports the City's public safety and regional resilience priorities.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? NO	
Total Cost	\$ 0.00
Current Year Cost	\$ 0.00
Subsequent Year(s) Cost	\$ 0.00
Narrative	
Capital Equipment: \$518,000 initial capital grant (Idaho-funded). Training Pool: \$235,000 shared equally across 8 teams for required and pre-approved training. Personnel: Reimbursed at fully loaded hourly rate + 10% hazard pay; admin costs capped at 10% pe	
Amount	Budget Account
Neutral \$ TBD, Grants office will assign	# TBD, Grants office will assign
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source N/A	
Funding Source Type Grant	
Is this funding source sustainable for future years, months, etc?	
N/A	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
N/A	
Approvals	
<u>Dept Head</u>	<u>PS EXEC REVIEW</u>
<u>Division Director</u>	<u>ACCOUNTING -</u> DUFFEY, ANDREW
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	
Tim Donnellan tdonnellan@imd.idaho.gov	myates@spokanecity.org
kahaack@spokanecity.org	mforbes@spokanecity.org
rfreeley@imd.idaho.gov	scerda@imd.idaho.gov

INTERAGENCY AGREEMENT
TO ESTABLISH THE REGION 1 TYPE 2 IDAHO
HAZARDOUS SUBSTANCE EMERGENCY
RESPONSE TEAM
BY AND BETWEEN
THE STATE OF IDAHO MILITARY DIVISION
AND
CITY OF SPOKANE

INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS
SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE

Table of Contents

Recitals.....3
.....3
Article 1,
Definitions.....4
Article 2, Term and
Termination.....5
Article 3, Obligations of the Parties.....6
Article 4, General
Provisions.....13

THIS AGREEMENT (the "Agreement") is entered into and effective _____, 2026, by and between and the State of Idaho Military Division, by and through the Idaho Office of Emergency Management (the "Military Division"); and the City of Spokane a municipal corporation organized under the laws of the State of Washington through its Spokane Fire Department (the "Host Agency"). The Military Division and the Host Agency are each sometimes herein referred to as a "Party," and collectively as the "Parties."

RECITALS

A. The Military Division has authority pursuant to Idaho Code § 67-2332, and the Host Agency has authority pursuant to Revised Code of Washington (RCW) § 39.34.030(1) to enter into interagency contracts to perform any governmental service, activity or undertaking which each Party is authorized by law to perform, including services, supplies, and capital equipment.

B. The Idaho Hazardous Substance Response Act, Idaho Code §§ 39-7101 through 39-7115 (the "Act"), provides authority for response to hazardous substance incidents.

C. Pursuant to Idaho Code § 39-7104(1), the Military Division has the responsibility for implementing the provisions of the Act for the State of Idaho.

D. Idaho Code § 39-7104(1)(b) provides that the Military Division may establish and implement state emergency hazardous substance response teams that have appropriately trained personnel and necessary equipment to respond to hazardous substance incidents on a regional and/or statewide basis.

E. The Host Agency represents that it has been designated pursuant to RCW_38.52 et seq., 118-30 WAC, Spokane Municipal Code (SMC) 02.04.096, City of Spokane's 2025 Comprehensive Emergency Management Plan (CEMP), to be the local emergency response authority to respond to hazardous substance incidents within its local jurisdiction and is further capable of planning for and responding to hazardous substance incidents within its regional jurisdiction.

F. The Parties desire to enter into this Agreement for the establishment of an emergency response team that will primarily respond to hazardous substance incidents within its designated region, including in Idaho.

NOW, THEREFORE, in consideration of the foregoing recitals, purposes, and considerations, the Parties covenant and agree as follows:

INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE

Article 1 Definitions

As used herein, the following terms, phrases and words shall have the following designated meanings:

- 1.1 **Active Roster** shall mean those members who have met all training, or are in training, and physical requirements to serve as a Hazardous Materials Technician on the Region 1 Response Team.
- 1.2 **Emergency** shall mean the Release or Threat of release, as defined in Idaho Code § 39-7103, that threatens immediate harm to the environment or the health and safety of any individual and that requires immediate action for the containment or control of a hazardous or potentially hazardous substance to prevent, minimize or mitigate harm to the public health, safety or the environment which may result if action is not taken.
- 1.3 **Equipment** shall mean all apparatus, equipment, tools, furnishings, supplies and other items of tangible personal property provided or funded by or through the Military Division necessary to support the Region 1 Response Team regardless of the per unit price of that item.
 - 1.3.1 **Capital Equipment** shall mean all non-consumable apparatus, equipment, tools, furnishing and other items of tangible personal property provided or funded by or through the Military Division to support the Region 1 Response Team with a per unit price valued in excess of \$5,000 per item.
- 1.4 **Fire Service Organization (FSO)** shall mean a governmental fire protection agency, fire protection district, or fire protection association established pursuant to Idaho Code § 50- 309 or Idaho Code § 31-1401, or Fire Department defined in RCW 35A.92.020(5), the Host Agency's applicable statute and Spokane Municipal Code Section 03.01B.114.
- 1.5 **Hazardous Substance Incident** for purposes of this Agreement only shall mean an emergency circumstance or incident referenced within the Idaho Hazardous Materials and Weapons of Mass Destruction Incident Command and Response Plan and as defined in Idaho Code § 39-7103(2) requiring a response by the Region 1 Response Team to monitor, assess and evaluate a release or threat of a release of a hazardous or potentially hazardous substance. A hazardous substance Incident may require containment or confinement or both but does not include site cleanup or remediation efforts after the incident commander has determined the emergency has ended.
- 1.6 **Hazardous Substance** shall mean any hazardous substance, known or suspected, as defined in Idaho Code § 39-7103(3).

INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS
SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE

- 1.7 **Joint Advisory Group** shall mean the advisory board established between the Idaho Fire Chiefs Association (IFCA) and the Military Division which is tasked with administrative oversight duties involving state emergency response teams.
- 1.8 **Region 1** shall mean the area and communities that reside within the boundaries of District 1 as identified in the Idaho Emergency Response Team Hazmat Operations Plan.
- 1.9 **Region 1 Response Team** shall mean the state hazardous substance emergency response team created and implemented pursuant to this Agreement as authorized by Idaho Code 39-7104(1)(b) and RCW 39.34.030(1), RCW 38.52 et seq., 118-30 WAC, Spokane Municipal Code (SMC) 02.04.096, City of Spokane's 2025 Comprehensive Emergency Management Plan (CEMP).
- 1.10 **Training** shall mean Region 1 Response Team's hazardous materials training that shall follow established standards for Hazardous Materials Technician Level in accordance with the objectives specified in the NFPA 470 Standards and 29 CFR, OSHA 1910.120, and 40 CFR EPA 311.
- 1.11 **Type II Response Team** shall mean a state hazardous substance emergency response team with the capability to deploy eight (8) members including a team lead that has the capabilities to identify and deal with unknown and all hazardous substances.
- 1.12 **Type IV Response Team** shall mean a state hazardous substance emergency response team with the capability to provide control measures, advanced reconnaissance, and subject matter expertise particularly in rural areas or communities with limited hazardous materials response capability.

Article 2 Term and Termination

2.1 Term

This Agreement shall be in effect for a period of thirty-six (36) months effective from the date of the last signature. It is the intent of the Parties that this Agreement shall be reviewed by the Parties prior to expiration of the term for purposes of determining whether to further renew (including any necessary changes) or terminate the Agreement at the conclusion of the term. This Agreement shall not automatically renew. Any renewal or extension of this Agreement must be made by mutual written agreement of the Parties, executed prior to the expiration of the then-current term.

2.2 Termination with or without Cause

Subject to §§ 2.3.1 and 2.3.2, Either Party may terminate this Agreement with or without cause, by providing the other Party with one hundred eighty (180) days' prior

written notice. If this Agreement is terminated, the Host Agency shall have no right to further reimbursement pursuant to this Agreement.

2.3. Termination for Non-appropriation

2.3.1 Military Division

The Military Division is a government entity, and it is understood and agreed that the Military Division's payments herein provided for shall be paid from Idaho State Legislative appropriations and/or other available federal sources, including federal grants. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the Military Division or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature and/or award of federal funds as may exist from time to time, or beyond the term of any particular approval of spending authority of federal funds, as may exist from time to time.

The Military Division reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, (i) the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the Military Division to continue such payments, or requires any return or "give-back" of funds required for the Military Division to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the Military Division discontinues or makes a material alteration of the program under which funds were provided, and/or (ii) if any applicable federal agency or entity, withdraws or freezes applicable federal funding or fails, neglects, or refuses to appropriate or provide sufficient funds as may be required to continue payments under the Agreement.

The Military Division shall not be required to transfer funds between accounts if funds are reduced or unavailable. Further, in the event of any such termination, the Military Division shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

2.3.2 Host Agency

Should the Host Agency's income or revenue become unavailable due to lack of appropriation, the Host Agency may terminate this Agreement upon ninety (90) days' prior written notice to the Military Division (an "Event of Non-Appropriation"). In the event of termination upon ninety (90) days' notice, this Agreement shall terminate without penalty or expense to the Host Agency, and the

Host Agency shall not be obligated to pay any further amounts, except that all amounts charged during the period this Agreement was in effect shall be paid as provided herein. Nothing in this Agreement is intended, nor shall anything be constructed or construed, to be an indebtedness or liability in violation of Article VIII, section 3 of the Idaho Constitution.

Article 3 Obligations of the Parties

3.1 Establishment of Team

1. The Host Agency shall establish and implement the Region 1 Response Team with the primary duty and responsibility to respond to hazardous substance incidents in Region 1 in accordance with the terms of this Agreement. The Region 1 Response Team shall be a Type 2 Response Team. The Region 1 Response Team shall respond to hazardous substance incidents on a statewide basis as required.

2. The Host Agency shall keep maintenance, repair, and inventory records for all equipment provided or funded by or through the Military Division, as well as maintain all training and competency records for the Region 1 Response Team. The Host Agency must notify the Military Division if at any time the Region 1 Response Team is unable to deploy due to lack of qualified members or mechanical failure of critical equipment.

3.2 Funding by Military Division

The Idaho Military Division shall provide the Host Agency with the necessary funding for equipment and training as defined by this Agreement to enable the Region 1 Response Team to respond individually or in concert to a designated hazardous substance incident. Notwithstanding the foregoing, the funding for equipment, training, and non-reimbursable costs provided will be based upon legislative appropriation and/or grant funds and is contingent upon legislative appropriation and / or the availability of grant funds.

3.3 Joint Advisory Group

The Parties agree to cooperate with the Joint Advisory Group per the Memorandum of Understanding between the Idaho Military Division and the Idaho Fire Chiefs Association.

3.4 Capital Equipment

INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS
SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE

Capital Equipment shall be owned by the Host Agency. If either Party terminates this Agreement, possession and title to the capital equipment (including any replacement capital equipment) shall be transferred to the Military Division or its designee for program reallocation. The Parties acknowledge that, pursuant to separate agreement, the Military Division has or may be granted a lien on titled capital equipment provided or funded by or through the Military Division. With respect to the capital equipment, the Host Agency shall:

1. Be responsible for licensing and registration of the capital equipment (as applicable).
2. Maintain the capital equipment in good condition, ordinary wear and tear expected.
3. Be responsible for all maintenance and repairs.
4. Insure the capital equipment covering comprehensive fire, theft and collision.
5. Permit the Military Division to inspect the capital equipment at all reasonable times, upon prior notice to the Host Agency.
6. Keep the capital equipment free from any liens and encumbrances, except for any lien of the Military Division.
7. Be responsible for any damage to the capital equipment caused by the Host Agency's negligence or misuse of same.
8. Only use the capital equipment for training, hazardous substance incidents in its capacity as the Region 1 Response Team, or hazardous substance incident response within its own jurisdiction, or hazardous substance incident response conducted pursuant to mutual aid, automatic aid, interlocal, regional response, or statewide mobilization agreements within the State of Washington. At its discretion, the Military Division may grant the Host Agency permission to use capital equipment for another purpose on a per-instance-basis.

3.5 Ownership of Non-Capital Equipment

Non-capital equipment, provided by or funded by or through the Military Division, shall be owned by the Host Agency. Non-capital equipment purchased by the Host Agency shall be owned by the Host Agency.

3.6 Reimbursement

The Host Agency shall obtain reimbursement in accordance with this Agreement and the Act. Nothing in this Agreement, however, should be read as obligating the Military Division or the State of Idaho to provide reimbursement for responses to hazardous substance incidents in excess of that permitted by the Act.

3.6.1 Reimbursement for Incident Deployment

In accordance with Idaho Code § 39-7109, the Host Agency may request no later than sixty (60) days from the close of the hazardous substance incident's emergency phase, reimbursement for direct costs, including, without limitation: personnel and mileage reimbursement; post-exposure physicals to members of the Region 1 Response Team who respond to a hazardous substance incident and, as a result, were exposed to hazardous substances above permissible exposure or who develop signs or symptoms consistent with exposure to a hazardous substance; repairs of equipment; and replacement of equipment destroyed or rendered unusable, which are incurred as a direct result of response to any hazardous substance incident. With each reimbursement request, the Host Agency shall detail any equipment requiring replacement. Replacement of equipment shall be at the sole discretion of the Military Division and shall take place after the Military Division has determined that the condition of such equipment requires replacement, and that replacement was directly caused by a response to a hazardous substance incident. The Military Division shall seek reimbursement from the party responsible for the hazardous substance incident in the manner set forth in the Act. In cases in which timely payment is not received from a responsible party, the Military Division shall recommend reimbursement to the Board of Examiners as provided in Idaho Code § 39-7110. Payments received from the Board of Examiners shall be used to replace any equipment destroyed or rendered unusable.

3.6.2 Standard Reimbursement Methodology for Personnel

The reimbursement methodology described below for personnel related costs ensures uniform and fair compensation for deployed personnel and administrative processing while maintaining accountability and compliance with State of Idaho auditing requirements.

1. Personnel costs for State of Idaho requested and approved hazardous substance incident deployment of the Region 1 Response Team shall be reimbursed based on the following:

a. Deployed members shall be reimbursed based on their fully loaded hourly rate of pay.

b. In addition to the hourly rate, a ten percent (10%) hazard pay shall be applied to the base hourly rate for all hours while deployed.

c. If the deployment moves a member into an overtime status for the workweek (based on department policies), the reimbursement rate shall be one and one-half (1.5) times the fully loaded hourly rate plus the ten percent (10%) hazard pay per hour, for all hours deployed.

d. Personnel eligible for reimbursement shall include all individuals assigned to the hazardous substance incident under the incident command system, including rostered team members and additional personnel performing operational or support functions necessary to sustain response operations. Such personnel may include, but are not limited to, specialized response elements (e.g., waterborne containment or boom deployment), apparatus operators, decontamination personnel, and technical specialists.

e. Reimbursement shall apply to the full complement of personnel deployed or assigned to support the hazardous substance incident, including staffing levels exceeding any minimum response requirement, when such staffing is operationally necessary based on incident conditions, safety considerations, or regulatory requirements.

2. The timeframe for the personnel costs set forth in subsection 1 above that are eligible for reimbursement will be based on the following:

a. Reimbursement begins when the deployed members leave their station in response to the deployment request.

b. Reimbursement continues until the mission is complete, and the deployed members arrive back at their station.

c. An additional one (1) hour of reimbursement will be provided for routine cleanup and decontamination activities. In the event that decontamination operations extend beyond routine activities, including but not limited to large-scale incidents, hazardous substance persistence,

equipment contamination, or regulatory requirements, all additional decontamination time, personnel, equipment, and disposal costs shall be reimbursed to the fullest extent permitted under Idaho Code sections 39-7109 and 39-7110, and subsection 3.6.1 of this Agreement. For personnel assigned to support functions, including backfill or operational support roles, reimbursement shall apply for the duration of time such personnel are assigned to maintain or directly support the hazardous substance incident response capability, to the fullest extent permitted under Idaho Code sections 39-7109 and 39-7110, and subsection 3.6.1 of this Agreement.

Administrative fees eligible for reimbursement will be based on the following:

a. The Host Agency may seek reimbursement for actual and documented administrative costs associated with preparation and submission of the reimbursement request, provided that such administrative costs shall in no event exceed than 10% of the total reimbursement request.

b. Administrative costs must be based on the fully loaded hourly rate of the individual responsible for completing the required reimbursement request.

4. Record-keeping and auditing requirements for cost reimbursement will be based on the following:

a. The Host Agency will provide departmental pay policy applicable to the Region 1 Response Team to the Military Division by January 1 of each year.

b. All reimbursement requests must be supported by detailed timecards and associated records.

c. The Host Agency on behalf of the Region 1 Response Team must retain all reimbursement-related records for a period of three (3) years.

d. The Military Division reserves the right to audit reimbursement requests within this three (3) year period.

3.6.3 Reimbursement through Civil Action

The Host Agency may submit a request for reimbursement to the Military Division for costs associated with responding to an incident but not reimbursable

by this Agreement under the provisions of chapter 71, of title 39, Idaho Code. Pursuant to the provisions of Idaho Code § 39-7112(4), the Attorney General's Office may, at the request of the Host Agency commence a civil action on the behalf of the Host Agency to recover expenses from the party responsible for the hazardous substance incident.

3.7 Training

3.7.1 Required Training

The Military Division shall provide initial and annual refresher training in accordance with NFPA 472 and 29 C.F.R § 1910.120 to rostered members assigned to the Region 1 Response Team. Rostered members for purposes of this section shall be designated as Hazardous Materials Technicians, as defined in NFPA 472 and 29 C.F.R § 1910.120, or team members in training. The Host Agency shall be responsible for certifying the annual competency of its team members.

3.7.2 Training Records

The Host Agency shall maintain training records for the Region 1 Response Team and provide documentation validating team and/or team member compliance to the Military Division no later than March 15th of each year.

3.7.3 Training Drills and Exercises

Members of the Region 1 Response Team may participate in local and/or regional hazardous substance emergency drills and exercises upon request. The Host Agency shall coordinate with the Military Division for requested local and/or regional training exercises. Requests may include operations and/or awareness level training for local first responders. The Region 1 Response Team shall also provide emergency response information as requested by local emergency planning committees.

3.7.4 Reimbursement for Training, Drills and Exercises

The Host Agency may request funding on behalf of the Region 1 Response Team, for costs associated with initial and annual refresher training pre-approved by the Military Division. Additionally, the Host Agency may, on behalf of the Region 1 Idaho Emergency Response Team, request funding for pre-approved training drills, exercises, conferences and/or annual meetings necessary to maintain proficiency and effectiveness.

3.8 Medical Surveillance and Physical Examinations for Response Personnel

The Host Agency shall provide initial baseline and annual physicals for the rostered members of the Region 1 Response Team necessary to comply with standards established within NFPA 1582 and 29 CFR 1910.120 (f). The Host Agency may request reimbursement from the Military Division for initial and annual required physical examinations completed by rostered members of the Region 1 Response Team that meet NFPA 1582 and 29 C.F.R § 1910.120. Reimbursement for such physical examinations shall be limited to no more than 30 rostered members annually, based on available funding and as outlined in the Idaho Emergency Response Team Hazmat Operations Plan. The Host Agency may designate and rotate which rostered members are submitted for reimbursement each year. The Host Agency retains the authority to assign non-rostered City Fire Department employees to the Response Team depending on need at the time. The Host Agency agrees to annually provide training and certification records for these non-rostered City Fire Department employees. The Host Agency is entitled to physical examination reimbursement for these non-rostered members as well, subject to the maximum reimbursement limit of 30 total annual examinations. Maximum actual cost shall be no more than the allowable found in the Idaho Emergency Response Team Hazmat Operations Plan. The Host Agency shall further provide post-exposure physicals to members of the Region 1 Response Team who respond to a hazardous substance incident and, as a result, were exposed to hazardous substances above permissible exposure limits or who develop signs or symptoms consistent with exposure to a hazardous substance. Post-exposure physicals and medical surveillance required as a direct result of a hazardous substance incident shall be eligible for reimbursement for all affected personnel, regardless of roster size limitations. The Host Agency shall also provide post hazardous substance incident medical surveillance of members who are assigned to the Region 1 Response Team who were exposed to a hazardous substance during a hazardous substance incident.

3.9 Response Requirements

1. The Region 1 Response Team will respond to a hazardous substance incident promptly with on-duty and/or off-duty Hazardous Materials Technicians. The Region 1 Response Team should have members responding with apparatus within 30 minutes from the time a response is authorized for a Level 2 or Level 3 hazardous substance incident (as defined in the Idaho Hazardous Materials and Weapons of Mass Destruction Incident Command and Response

Plan), 90% of the time. Hazardous substance incidents requiring a full response (as defined below) will require a minimum of eight Hazardous Materials Technicians to be en-route within 60 minutes, 90% of the time. Team members in training may be counted toward a team response. The Region 1 Response Team may be requested to respond to hazardous substance incidents outside of Region 1. The Region 1 Response Team will cultivate and maintain effective relationships with other state emergency response teams, community partners, as well as local public safety and public health agencies to ensure collaboration before, during, and after a response. Type II Response Teams will be authorized to support Type IV Response Teams. Delayed responses will be reviewed by Joint Advisory Group for discussion, guidance and recommendations. For purposes of this Agreement, a full response is a hazardous substances incident that would require filling all roles within an emergency response team to include:

- Haz Mat Group Supervisor
- Assistant Safety Officer
- Research/Science Officer
- Intervention Leader
- Decontamination Leader
- Decontamination Team*
- Entry Team
- Back Up Team
- Rescue Team*

*(Rescue Team and Decontamination Team may be filled with mission specific operations personnel)

2. Hazardous substance incidents that exceed a single operational period will transition to industry standard work-to-rest standards.

3. The Host Agency, in the event of a local emergency or catastrophe, will be relieved from responding outside of its local jurisdiction limits as the Region 1 Response Team. In the event of such occurrence, the Host Agency must notify the Military Division as soon as possible.

3.10 Command Structure

When responding to a hazardous substance incident, members of the Region 1 Response Team will operate within the incident command structure and serve under the command of the incident commander.

3.11 Compensation and Reimbursement for Response Team Personnel

INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS
SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE

When responding to a hazardous substance incident, the Region 1 Response Team members shall be paid by their actual employer. Reimbursement shall be paid to the Host Agency, on behalf of the Region 1 Response Team, as set forth in Section 3.6. The Host Agency will be responsible for reimbursement to employers of rostered team members not part of the Host Agency's organization. The Parties are independently responsible for paying workers compensation insurance coverage premiums for each of their employees per the requirements of the Parties' state statutes, and each Parties' employees remain legally entitled to such coverage per the terms of these respective statutes. The terms of the "Reciprocity Agreement Between Idaho Industrial Accident Board and Washington Department of Labor and Industries in Regard to Extraterritorial Jurisdiction" ("Idaho/Washington Reciprocity Agreement"), entered into per WAC 296-17-31009, apply should any extraterritorial issues of coverage arise out of employee performance of work in the employee's neighboring state (i.e., Idaho) vs. the employee's home state (i.e., Washington). Given the periodic and temporary occurrence of hazardous incident response work contemplated under the Agreement, the Parties do not anticipate any extraterritorial coverage issues to arise.

3.12 Personnel Requirements

Type II Response Teams shall maintain an active roster of no less than 10 team members trained to the Hazardous Materials Technician level. Type II Response Teams shall maintain an active roster of no less than 4 and no more than 10 members per team, trained to the Hazardous Materials Technician level. The Host Agency may maintain a roster exceeding this minimum to support operational readiness, rotation, training requirements, and extended or simultaneous incident response. For planning and baseline funding purposes, a standard Type II Response Team size of up to 40 personnel may be utilized; however, this shall not be construed as a limitation on total roster size or operational staffing. Additionally, the Region 1 Response Team must identify on their roster a Team Leader and Incident Safety Officer. A copy of this roster shall be provided electronically to the Military Division annually by the Host Agency no later than March 15th of each year. The Host Agency may fulfill this obligation to provide trained and rostered personnel by executing agreement(s) with other regional fire service or emergency services organizations to supplement the Region 1 Response Team. In the event two districts merge (for example, District 3 and District 4), the personnel requirements above shall double to ensure adequate response for simultaneous hazardous materials incidents.

Article 4 General Provisions

4.1 Entire Agreement

INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS
SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE

This Agreement constitutes and contains the entire agreement of the Parties and supersedes and merges all other prior understandings or agreements between the Parties, if any, whether oral or written.

4.2 Performance

If a Party fails to exercise any rights or to insist that the other Party comply with any obligations, no such failure or insistence shall be a waiver of a right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties which varies from the terms of this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any default by the other Party shall not affect or impair a Party's rights in connection with any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such a default affect or impair the rights of that Party as to such default or any subsequent default. All waivers of any duty or obligation by a Party must be expressed and evidenced in writing.

4.3 Compliance with Applicable Law

Each Party shall perform its obligations under this Agreement in compliance with all applicable federal, state, and local laws, regulations, ordinances, and policies. The Host Agency and its personnel shall remain subject to and comply with all applicable laws and policies of the State of Washington and the City of Spokane. Nothing in this Agreement shall be construed to require the Host Agency or its personnel to take any action that would violate such laws, regulations, ordinances, or policies.

4.4 Severability

In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

4.5 Additional Agreements

In the spirit of the Act, the Parties hereto agree to execute any other documents reasonably necessary to perform the intentions of this Agreement.

4.6 Dispute Resolution

If the Parties cannot reach an agreement and resolution of a dispute stemming from or about this Agreement, the Parties shall submit the issue to the Joint Advisory Group for review and non-binding recommendation regarding resolution. Thereafter, the Parties shall participate in mediation with a mutually acceptable mediator from a list of

INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS
SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE

qualified mediators from the Clerk of the Idaho Supreme Court, from which each Party shall alternatively strike one name until such time that the Parties either agree or there is only one name remaining, in which case that person will be the mediator for the Parties. If Parties are still unable to resolve the matter, the method of binding resolution shall be by litigation in a court of competent jurisdiction, as provided in section 4.7.

4.7 Choice of Law/Venue

Notwithstanding any provision of the Agreement to the contrary, interpretation of this Agreement shall be governed by and construed under the laws of the State of Idaho, without regard to any Idaho conflict of law principles that would cause the application of the laws of any jurisdiction other than the State of Idaho. Any action seeking an interpretation or enforcement of this Agreement shall be brought in the appropriate State Court of the Party against which the action is filed.

4.8 Assignment and Subcontracting

Neither Party shall assign or transfer any interest or service or enter into any subcontracts for services included within this Agreement, without the prior written consent of the other Party.

4.9 Amendments, Alterations, and Modifications of this Agreement

No amendment, alteration, modification of this Agreement shall be effective unless made in writing and duly executed by both Parties hereto.

4.10 Force Majeure

Neither Party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fires, acts of God, and acts in compliance with or required by any applicable law or regulation.

4.11 No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of the Parties hereto. Except as described herein, it shall confer no benefits, direct or indirect, on any third persons, including employees of the Parties. No other person or entity other than the Parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of the Parties.

4.12 Liability

INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS
SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE

Each Party to this Agreement shall be responsible for the conduct of its representatives, personnel, agents, officers, and employees as required by Idaho and Washington Law, respectively, except as otherwise specified within this Agreement. As public agencies, each Party recognizes that regardless of whether insurance is procured, or self-insurance is adequately funded, each Party shall meet any third-party liability obligations which may arise out of performance of this Agreement. These principles shall apply to and govern the relationship between the Parties pursuant to this Agreement, notwithstanding the language of any policy of insurance procured by either Party during the performance of the Agreement. Notwithstanding anything contained herein to the contrary, the liability of the Military Division is at all times herein strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection or defense afforded to the Military Division, as a political subdivision of the State of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law.

4.13 Notice

All notices given pursuant to this Agreement or contemplated under this Agreement shall be given by public or private courier service or by certified return receipt requested, postage prepaid, addressed to the proper Parties at the following addresses:

If to the Military Division: State of Idaho Military Division
Office of Emergency Management
4040 W. Guard St.
Boise, ID 83705

If to the Host Agency: City of Spokane
Spokane Fire Department
44 W Riverside Ave.

Spokane, WA 99201

Any notice will be deemed delivered on the earlier of (a) actual delivery or refusal, or (b) three (3) days after mailing by certified mail. Any Party may change the address or designee to whom the notices shall thereafter be given upon five (5) days' prior written notice to all other Parties in the manner set forth in this section.

4.14 Statutory Certifications

4.14.1 Disclosure of Abortion Related Matters. The Military Division is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and Military Division employees who intentionally violate the provisions

INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS
SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE

of the Act are subject to criminal prosecution. By executing this Agreement, the Host Agency certifies that it is not and will not for the duration of the Agreement be an entity that provides abortions or an affiliate of an entity that provides abortions, as those terms are defined in Idaho Code § 18-8702. The Military Division may immediately terminate at its convenience the Agreement upon receipt of information that the Host Agency is in violation of the terms of this section.

4.14.2 Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Agreement exceed one hundred thousand dollars (\$100,000) and the Host Agency employs ten or more persons, the Host Agency certifies that it is not currently engaged in and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

4.14.3 Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, the Host Agency certifies that it is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China. The terms in this section which are defined in Idaho Code section 67-2359 shall have the meaning defined therein.

4.14.4 Boycott of Certain Industries. Pursuant to Idaho Code section 67-2347A, if payments under the Agreement exceed one hundred thousand dollars (\$100,000) and the Host Agency employs ten or more persons, the Host Agency certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company (1) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (2) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code. The definitions in Idaho Code section 67-2347A shall apply to the terms in this provision.

4.15 Public Records Act

The Parties recognize that they are each subject to Public Records Acts of their respective states. See Idaho Public Records Act (IPRA), Chapter 1, Title 74 Idaho Code and Washington State Public Records Act (PRA), RCW 42.56 et seq. Notwithstanding any provision of the Agreement to the contrary, the Parties must comply with their respective statutes. All records, including documents in all forms, received from either Party may be open to public inspection and copying unless exempt from disclosure.

INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS
SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE

Each Party shall clearly designate individual documents as “exempt” on each page of the record containing exempt portions and shall indicate the basis for any applicable Public Records Act exemption providing the bases for withholding from disclosure. Neither Party will accept the marking of an entire record as exempt. In addition, neither Party will accept a legend or statement on one (1) page that all, or substantially all, of the record is exempt from disclosure.

Each Party represents and agrees that, prior to any disclosure of information pursuant to a request under the IPRA or PRA, it will (a) notify the other Party of such request and use best efforts to make such notice sufficiently timely so that the other Party may either seek an appropriate protective order or other remedy, or waive compliance by the other Party with the terms of this Agreement; and (b) disclose only such information as is required under the IPRA or PRA.

4.16 Sovereign Immunity

Nothing contained herein shall be deemed to constitute a waiver of the State of Idaho’s sovereign immunity, which immunity is hereby expressly reserved.

4.17 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile or electronic transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

4.18 Indemnification

Notwithstanding any provision of the Agreement to the contrary, the Parties acknowledge that neither Party has authority to indemnify the other, and that neither Party agrees to indemnify the other.

IN WITNESS WHEREOF, the Parties have herein executed this Agreement and made it effective as hereinabove provided.

HOST AGENCY:

Printed Name _____
Signature _____
Title _____
Date _____

INTERAGENCY AGREEMENT TO ESTABLISH THE REGIONAL HAZARDOUS
SUBSTANCE EMERGENCY RESPONSE TEAM IDAHO AND SPOKANE

Elected Official's Name and Title

Printed Name _____
Signature _____
Title _____
Date _____

MILITARY DIVISION:

Printed Name _____
Signature _____
Title _____
Date _____

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/01/2026**Committee Agenda type:** Discussion**Date Rec'd**

5/22/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 06/22/2026**Submitting Dept**

FINANCE & ADMINISTRATION

Bid #**Contact Name/Phone**

MATT BOSTON X6820

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

KTELIS MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

SPECIAL BUDGET ORDINANCE – PUBLIC SAFETY SIP LOANS FOR POLICE AND

Agenda Wording

To ensure timely purchasing of capital equipment, Police and Fire departments need to finance their equipment purchase(s) with a loan from the Spokane Investment Pool (SIP).

Summary (Background)

A single SIP loan totaling \$4,000,000 will be issued to finance Police and Fire capital equipment purchases. Of the total amount, \$2,500,000 will support Police capital equipment and \$1,500,000 will support Fire capital equipment. This financing implements the funding plan identified in the 2026-2031 Capital Improvement Program (CIP) for the acquisition of Police and Fire capital equipment. The SIP loan will be structured as a line of credit, allowing funds to be drawn as needed. The first draw is anticipated to occur after December 1, 2026.

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost	\$ 4,000,000		
Current Year Cost	\$ 4,000,000		
Subsequent Year(s) Cost	\$ 0		
Narrative			
Issuing a SIP loan for Police and Fire capital allows them to acquire the equipment they need today and pay for it over the next five years as they use it.			
Amount			
Budget Account			
Expense \$ 2,500,000	# 5901-XXXXX-97186-80102-99999		
Expense \$ 1,500,000	# 5901-XXXXX-97187-80102-99999		
Revenue \$ 2,500,000	# 5902-XXXXX-99999-39787-99999		
Expense \$ 2,500,000	# 5902-XXXXX-94210-56401-XXXXX		
Revenue \$ 1,500,000	# 5903-XXXXX-99999-39787-99999		
Expense \$ 1,500,000	# 5903-XXXXX-94220-56401-XXXXX		
Funding Source One-Time			
Funding Source Type Reserves			
Is this funding source sustainable for future years, months, etc?			
No, this is an internal SIP loan.			
Expense Occurrence	One-Time		
Other budget impacts (revenue generating, match requirements, etc.)			
To purchase one-time capital equipment.			
Approvals			
Additional Approvals			
Dept Head	STRATTON, JESSICA	MANAGEMENT &	MILLER, JACOB
Division Director	STRATTON, JESSICA		
Accounting Manager	HAACK, KELLY A.		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		
Distribution List			
jmiller@spokanecity.org		Jstratton@spokanecity.org	
mboston@spokanecity.org		sneal@spokanecity.org	

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO FINANCE THE PURCHASE OF PUBLIC SAFETY CAPITAL EQUIPMENT, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the SIP Debt Fund, Police Capital Fund, and Fire Capital Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the SIP Debt Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$4,000,000.
 - A) Of the increased appropriation, \$2,500,000 is provided solely for an operating transfer-out to the Police Capital Fund.
 - B) Of the increased appropriate, \$1,500,000 is provided solely for an operating transfer-out to the Fire Capital Fund.

Section 2. That in the budget of the Police Capital Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$2,500,000.
 - A) Of the increased revenue, \$2,500,000 is provided solely from an operating transfer-in from the SIP Debt Fund.
- 2) Increase appropriation by \$2,500,000.
 - A) Of the increased appropriation, \$2,500,000 is provided solely for capital machinery/equipment.

Section 3. That in the budget of the Fire Capital Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$1,500,000.
 - A) Of the increased revenue, \$1,500,000 is provided solely from an operating transfer-in from the SIP Debt Fund.
- 2) Increase appropriation by \$1,500,000.
 - A) Of the increased appropriation, \$1,500,000 is provided solely for capital machinery/equipment.

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to finance the purchase of public safety capital equipment, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/01/2026**Committee Agenda type:** Consent**Date Rec'd**

5/21/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 06/22/2026**Submitting Dept**

FINANCE & ADMINISTRATION

Bid #**Contact Name/Phone**

MATT BOSTON 509-625-6820

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

KTELIS MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

PUBLIC SAFETY SIP LOAN

Agenda Wording

City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed \$4,000,000.

Summary (Background)

City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed \$4,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for public safety vehicles, improvements, equipment, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

What impacts would the proposal have on historically excluded communities?

N/A - debt financing for public safety capital

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A - debt financing for public safety capital

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A - debt financing for public safety capital

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

CIP purchases are budgeted to use this funding.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? NO	
Total Cost	\$ \$4,000,000
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
SIP loan of \$4,000,000 for Public Safety to finance capital needs. SBO to accompany this resolution.	
Amount	
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Budget Account	
	#
	#
	#
	#
	#
	#
Funding Source One-Time	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	STRATTON, JESSICA
Division Director	STRATTON, JESSICA
Accounting Manager	HAACK, KELLY A.
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
mboston@spokane.org	jstratton@spokane.org
jmiller@spokane.org	

CITY OF SPOKANE, WASHINGTON

PUBLIC SAFETY VEHICLES, IMPROVEMENTS, EQUIPMENT, AND APPARATUS

**LIMITED TAX GENERAL OBLIGATION BONDS
SERIES [YEAR] (TAXABLE)**

RESOLUTION NO. 2026-_____

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed \$4,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for public safety vehicles, improvements, equipment, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

ADOPTED JUNE 22, 2026

PREPARED BY:

KUTAK ROCK LLP
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

**PUBLIC SAFETY VEHICLES, IMPROVEMENTS, EQUIPMENT, AND APPARATUS
LIMITED TAX GENERAL OBLIGATION BONDS
SERIES [YEAR] (TAXABLE)
RESOLUTION NO. 2026-_____**

TABLE OF CONTENTS*

Section 1. Definitions2
Section 2. Rules of Interpretation4
Section 3. Plan of Capital Acquisitions.4
Section 4. Authorization and Description of Bonds and Term Bonds.4
Section 5. Sale Of Bonds; Issuance Of Term Bonds5
Section 6. Application of Bond Proceeds; Draws6
Section 7. Pledge of Funds and Credit.....6
Section 8. Registration and Payments6
Section 9. Execution and Authentication of Bonds and Term Bonds7
Section 10. Form of Bond.....7
Section 11. Ongoing Disclosure10
Section 12. Prior Acts10
Section 13. Severability10
Section 14. Effective Date10

* This Table of Contents and the cover pages are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2026-_____

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of taxable Limited Tax General Obligation Bonds in the aggregate principal amount of not to exceed \$4,000,000; establishing interfund loan facilities from the Spokane Investment Pool to finance capital needs for public safety vehicles, improvements, equipment, and apparatus; fixing the date, form, maturity, interest rate, terms and covenants of the bonds; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bonds to the City, and providing for other matters properly relating thereto.

WHEREAS, the Police Department and Fire Department of the City of Spokane (the “**City**”) have identified certain vehicles, improvements, equipment, and apparatus – including (i) approximately \$2.5 million for Police Department expenditures, including police vehicles and equipment, communication devices, and technology improvements (the “**Police Department Projects**”) and (ii) approximately \$1.5 million for Fire Department expenditures, including fire vehicles and apparatus (the “**Fire Department Projects**” and, together with the Police Department Project, the “**Projects**”) – that are necessary to meet each of the department’s ongoing and annual needs; and

WHEREAS, neither the Police Department nor the Fire Department presently have funds on hand in an amount necessary to fund such Projects, and the City Council of the City (the “**City Council**”) desires to support a capital funding methodology to provide a long-term, sustainable source of funding to each of the Police Department and the Fire Department to make such purchases; and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing the acquisition of public safety vehicles, improvements, equipment, and apparatus; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City’s Administrative Policy and Procedure for Investments (“**Investment Policy**”) authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City now desires to authorize the issuance of a series of one or more limited tax general obligation bonds of the City to the Spokane Investment Pool (the “**SIP**”) to be designated the “City of Spokane, Washington, Public Safety Vehicles, Improvements, Equipment, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable)” in an aggregate principal amount of not to exceed \$4,000,000 (the “**Bonds**”) to be used to finance the purchase of public safety vehicles, improvements, equipment, and apparatus and to pay the costs of issuance of the Bonds; and

WHEREAS, the City intends to repay the Bonds with all legally available funds;

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1. DEFINITIONS. As used in this Resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bonds. If the interest rate on any such Bonds is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bonds shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bonds and all Draws thereon shall be paid into a separate account within the Asset Management Fund and used to pay the costs of the Projects.

Bond means the City of Spokane, Washington, Public Safety Vehicles, Improvements, Equipment, and Apparatus, Limited Tax General Obligation Bonds, Series [YEAR] (Taxable), issued pursuant to this Resolution in the aggregate principal amount of not to exceed \$4,000,000.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bonds.

City means the City of Spokane, Spokane County, Washington, a first-class city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Draw or Draws means incremental draws on the Bonds as requested by the City.

Draw Period means the period during which the City may draw on the principal loan amount established hereunder, beginning on the date of issuance of the Bonds and ending two (2) years later.

Loan Draw Record means the administrative record kept by the SIP to record the date and dollar amounts of the Draws on the Bonds made by the City.

Maturity Date means a date established by SIP upon purchase of each Term Bond, in conformance with the semi-annual payment dates for each Term Bond, provided, such date shall not exceed the date that is five years from the date of issuance of each Term Bond.

Mayor means the Mayor of the City.

Outstanding Principal Balance of the Bonds means on any particular day the aggregate of all funds that the City has drawn from the SIP under the Bonds to that day, less the aggregate of all principal payments on the Bonds made by the City on or before that day.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

Projects means the plan for the acquisition of public safety vehicles, improvements, equipment, and apparatus as specified and adopted in Section 3 of this Resolution.

Resolution means this Resolution, which authorizes, among other things, the City to issue the Bonds.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated as of the first day of the month in which the Draw is made, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Term Bond means any borrowing outstanding on the multiple draw loan established hereunder that the City converts to a fixed rate term loan pursuant to the provisions of Section 5 of this Resolution.

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

SECTION 2. RULES OF INTERPRETATION. In this Resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Resolution, refer to this Resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

SECTION 3. PLAN OF CAPITAL ACQUISITIONS.

The City has identified certain capital needs for public safety vehicles, improvements, equipment, and apparatus – including (i) approximately \$2.5 million for Police Department expenditures including police vehicles and equipment, communication devices, and technology improvements (as previously defined, the “**Police Department Projects**”) and (ii) approximately \$1.5 million for Fire Department expenditures, including fire vehicles and apparatus (as previously defined, the “**Fire Department Projects**” and, together with the Police Department Project, the “**Projects**”) – that are necessary to meet each of the Police Department and the Fire Department’s ongoing and annual needs. The City hereby approves such Projects. The Projects will be undertaken in accordance with specifications and contracts for acquisition approved by the Mayor, City Council or their designees from time to time. The City intends to repay the costs of such Projects, initially financed with the Bonds, with legally available funds.

SECTION 4. AUTHORIZATION AND DESCRIPTION OF BONDS AND TERM BONDS.

To finance costs of the Projects, the City shall issue a series of Limited Tax General Obligation (“**LTGO**”) bonds of the City to the SIP in the aggregate principal amount of not to exceed \$4,000,000 (the “**Bonds**”) to establish an interfund loan facility with the SIP of not to exceed \$4,000,000; provided that the principal amount due and owing thereunder shall be measured by the total Draws made, as evidenced by the Loan Draw Record attached to the Bonds. The Term Bonds shall be designated the “City of Spokane Public Safety Vehicles, Improvements, Equipment, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable).”

The Term Bonds shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed the amount of a Draw, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date.

Each Term Bond shall bear interest at the applicable SIP Internal Lending Rate. Interest on each Term Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Each Term Bond shall be amortized to create approximately level debt service based on

semiannual payments of principal and interest, with final payment of principal and all accrued interest on the applicable Maturity Date.

SECTION 5. SALE OF BONDS; ISSUANCE OF TERM BONDS.

(a) *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bonds and Term Bonds and to establish and secure an interfund loan on the terms set forth in this Resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City for the benefit of the SIP.

(b) *Draws on the Interfund Loan Facility.* During the Draw Period, requests for Draws on the interfund loan facility established hereunder may be made in writing in a form provided by or acceptable to the Chief Finance Officer of the City and shall provide SIP with no less than thirty (30) days' notice of the intent to draw on the facility.

(c) *Issuance of Term Bonds.* Upon payment of any Draw request, the City shall immediately convert the Draw amount to a Term Bond. Each Term Bond shall specify the principal amount, the issue date (which shall be the date of the Draw), the SIP Internal Lending Rate and the applicable Maturity Date, which shall not exceed five (5) years from the date of issuance of such Term Bond. On or prior to the Draw date, the SIP shall provide the City with an amortization schedule for the Term Bond and the applicable amount remaining available on the Bonds established hereunder.

At no time shall the Outstanding Principal Balance of the Bonds exceed \$4,000,000 and only the Outstanding Principal Balance of the Bonds shall be used for purposes of determining compliance with the diversification requirements set forth in Section 5.11 of the City's Investment Policy.

(d) *Prepayment.* At the option of the City, or upon demand of the SIP, the Outstanding Principal Balance of the Bonds may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. At the option of the City, any Term Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

SECTION 6. APPLICATION OF BOND PROCEEDS; DRAWS.

The proceeds of draws on the Bonds shall be expended solely to pay the costs of the Projects and pay the costs of issuing the Bonds, as authorized herein. Following the execution and delivery of the Bonds, the City shall notify the SIP in writing each time that a Draw is required to pay costs of the Project. The SIP will then notify the Treasurer of its intent to transfer a Draw (including the dollar amount of the Draw and the date on which the Draw amount will be transferred to the City). Draws can be made on the Bonds for a period of two (2) years after the effective date of this Resolution.

There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund. The proceeds of Draws on the Bonds shall be paid into the Asset

Management Fund to provide for the payment of costs of the Projects and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Asset Management Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Asset Management Fund. The proceeds of any Draw shall be expended solely to pay the costs of the Projects or pay costs of issuance of the Bonds.

The Bonds are not intended to be a revolving obligation; the aggregate principal amount outstanding under the Bonds and any Term Bonds may never exceed \$4,000,000, and principal amounts repaid may not be reborrowed. The available principal of the Bonds shall be disbursed as borrowings from time to time by the SIP upon request from the City (each such disbursement herein referred to as a “**Draw**”), as provided in this Resolution. Draws shall be recorded on the Loan Draw Record attached to the Bonds, or in such other form as the City and the SIP may agree.

SECTION 7. PLEDGE OF FUNDS AND CREDIT.

To pay principal of and interest on the Bond and Term Bonds as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bonds and Term Bonds. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

SECTION 8. REGISTRATION AND PAYMENTS.

The Treasurer shall act as authenticating agent, paying agent and registrar for the Bonds and Term Bonds (collectively, the “**Bond Registrar**”). Both principal of and interest on the Bonds and Term Bonds shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bonds and Term Bonds shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bonds and Term Bonds shall be paid upon presentation and surrender of the Bonds or Term Bonds to the Bond Registrar. The Bonds and Term Bonds are not transferable.

SECTION 9. EXECUTION AND AUTHENTICATION OF BONDS AND TERM BONDS.

The Bonds and Term Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon.

Only Bonds and Term Bonds that bear an Authentication and Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution. Such Authentication and Registration Certificate shall be conclusive evidence that the Bonds and Term Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

In case any of the officers who shall have executed the Bonds or Term Bonds shall cease to be an officer or officers of the City before the Bonds or Term Bonds shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds or Term Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bonds and Term Bonds may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bonds or Term Bonds shall be the proper officers of the City although at the original date of the Bonds or Term Bonds any such person shall not have been such officer of the City.

SECTION 10. FORM OF BOND.

The Bond shall be in substantially the following form:

NO. R-__	UNITED STATES OF AMERICA	\$4,000,000
		(or as much thereof as is shown on the attached Loan Draw Record)
	STATE OF WASHINGTON CITY OF SPOKANE	
	PUBLIC SAFETY VEHICLES, IMPROVEMENTS, EQUIPMENT, AND APPARATUS LIMITED TAX GENERAL OBLIGATION BONDS SERIES [YEAR] (TAXABLE)	

INTEREST RATE: SIP Internal Lending Rate, as described in the Bond Resolution, and subject to conversion to fixed rates for Term Bonds, as described in the Bond Resolution

MATURITY DATE: _____

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: FOUR MILLION AND NO/100 DOLLARS (or as much thereof as is shown on the attached Loan Draw Record)

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the “City”), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond, in an amount not to exceed the Principal Amount indicated above, plus interest.

This Bond is issued under authority of Resolution No. 2026-____, adopted by the City Council on June 22, 2026 (the “**Bond Resolution**”), to document and secure an interfund loan

from the Spokane Investment Pool (“SIP”) to pay a portion of the costs of acquiring public safety vehicles, improvements, equipment, and apparatus and to pay the costs of issuance of the Bond. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on a particular principal amount drawn on the interfund loan established hereunder shall be determined from the date the SIP honors the Draw, shall be set at the SIP Internal Lending Rate on that date of such Draw, and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The cumulative total of all Draws on the interfund loan secured by the Bond (including any Term Bonds) may not exceed \$4,000,000.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the “**Bond Registrar**”) for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable. This Bond is prepayable upon demand of the SIP.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on the Bond as the same shall become due or on demand by the SIP, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay such principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Authentication and Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this Bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this Bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the ___ day of _____, 2026.

CITY OF SPOKANE, WASHINGTON

By _____ /s/ _____
Mayor

ATTEST:

_____/s/_____
City Clerk

(SEAL)

AUTHENTICATION AND REGISTRATION CERTIFICATE

Date of Authentication: _____, 2026

This bond is the Public Safety Vehicles, Improvements, Equipment, and Apparatus Limited Tax General Obligation Bonds, Series [YEAR] (Taxable) of the City dated _____, 2026 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane,
as Bond Registrar

By _____ /s/ _____

The Loan Draw Record shall be in substantially the following form:

CITY OF SPOKANE, WASHINGTON
PUBLIC SAFETY VEHICLES, IMPROVEMENTS, EQUIPMENT, AND APPARATUS
LIMITED TAX GENERAL OBLIGATION BONDS, SERIES [YEAR] (TAXABLE)

LOAN DRAW RECORD

	Draw Date	Draw Amount	Draw Total
Draw No. 1			
Draw No. 2			
Draw No. 3			
Draw No. 4			
Draw No. 5			

SECTION 11. ONGOING DISCLOSURE.

The Bonds are not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bonds.

SECTION 12. PRIOR ACTS.

All acts taken pursuant to the authority of this Resolution but prior to its effective date are hereby ratified and confirmed.

SECTION 13. SEVERABILITY.

If any provision in this Resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bonds.

SECTION 14. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

Adopted this 22nd day of June, 2026.

CITY OF SPOKANE
Spokane County, Washington

Betsy Wilkerson, City Council President

ATTEST:

Clerk

Mayor Lisa Brown

(SEAL)

APPROVED AS TO FORM:

City Attorney

Tanya L. Lawless, Bond Counsel

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 06/01/2026**Committee Agenda type:** Consent**Date Rec'd**

5/26/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 06/22/2026**Submitting Dept**

FACILITIES MANAGEMENT

Bid #

TBD

Contact Name/Phone

DAVE STEELE 6065

Requisition #**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON KTELIS

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** YES**Public Works?** YES**Agenda Item Name**

FACILITIES - POLICE DEPARTMENT - POLICE ACADEMY ADDITION CONTRACT

Agenda Wording

The Facilities Department, in partnership with the Police Department and the Purchasing Department, has completed the design and bid for the construction of a classroom addition at the existing Police Academy. This project is grant funded and will provide approximately 3,700 s.f. of new classroom, restrooms, and support spaces.

Summary (Background)

Facilities, in partnership with the Police Department, is requesting council approval of the construction contract, with the low bidder information and contract cost to be provided in advance of the final agenda. Bids for this project are due June 22, 2026 by 1 pm.

What impacts would the proposal have on historically excluded communities?

This proposal increases the access of the Spokane region law enforcement departments to high quality classroom space for a wide variety of training opportunities, these agencies commonly interact with a wide variety of excluded communities.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This proposal increases the access of the Spokane region law enforcement departments to high quality classroom space for a wide variety of training opportunities, these agencies commonly interact with a wide variety of excluded communities.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 1,875,500.00
Current Year Cost	\$ 1,875,500.00
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This proposal increases the access of the Spokane region law enforcement departments to high quality classroom space for a wide variety of training opportunities, these agencies co	
Amount	
Budget Account	
Expense \$ 727500.00	# 1620-91846-94210-56501-99999
Expense \$ 1150000.00	# 3160-11460-94000-56501-68413
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source One-Time	
Funding Source Type Grant	
Is this funding source sustainable for future years, months, etc?	
No	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	TEAL, JEFFREY
PURCHASING	WAHL, CONNIE
Division Director	STRATTON, JESSICA
Accounting Manager	LIPPS, JOSH
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
	dsteale@spokanecity.org
klong@spokanecity.org	karcher@spokanecity.org
laga@spokanecity.org	jmacconnell@spokanepolice.org
jteal@spokanecity.org	