

02/17/16  
SS



**Agenda Sheet for City Council Meeting of:**  
12/14/2015

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 11/20/2015    |
| <b>Clerk's File #</b> | OPR 2015-1057 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    |               |
| <b>Project #</b>      |               |
| <b>Bid #</b>          |               |
| <b>Requisition #</b>  | 2016 BUDGET   |

|                           |                              |
|---------------------------|------------------------------|
| <b>Submitting Dept</b>    | POLICE                       |
| <b>Contact Name/Phone</b> | TIM SCHWERING 625-4109       |
| <b>Contact E-Mail</b>     | TSCHWERING@SPOKANEPOLICE.ORG |
| <b>Agenda Item Type</b>   | Contract Item                |
| <b>Agenda Item Name</b>   | CRIME CHECK SERVICES         |

**Agenda Wording**

Interlocal Agreement - City/County Spokane Crime Reporting Center for \$651,971. The interlocal will be effective January 1, 2016 - December 31, 2016.

**Summary (Background)**

The allocation of costs for the base budget (not including the 1/10th of 1 percent Emergency Communications Sales and Use Tax) are sixty six (66) percent to the City, and thirty four (34) percent to the Sheriff. The City's allocation equates to \$651,971 and the Sheriff's allocation equates to \$335,863.85.

| <b>Fiscal Impact</b>        |                  | <b>Budget Account</b>        |                        |
|-----------------------------|------------------|------------------------------|------------------------|
| Expense                     | \$ 651,971       | #                            | 0680-11450-28100-55101 |
| Select                      | \$               | #                            |                        |
| Select                      | \$               | #                            |                        |
| Select                      | \$               | #                            |                        |
| <b>Approvals</b>            |                  | <b>Council Notifications</b> |                        |
| <b>Dept Head</b>            | LYNDS, SARAH     | <b>Study Session</b>         | November 16, 2015      |
| <b>Division Director</b>    | DOBROW, RICK     | <b>Other</b>                 |                        |
| <b>Finance</b>              | KECK, KATHLEEN   | <b>Distribution List</b>     |                        |
| <b>Legal</b>                | PICCOLO, MIKE    |                              |                        |
| <b>For the Mayor</b>        | SANDERS, THERESA |                              |                        |
| <b>Additional Approvals</b> |                  |                              |                        |
| <b>Purchasing</b>           |                  |                              |                        |
|                             |                  |                              |                        |
|                             |                  |                              |                        |
|                             |                  |                              |                        |

APPROVED BY  
SPOKANE CITY COUNCIL:

12/14/2015  
*[Signature]*  
CITY CLERK

**Briefing Paper  
City of Spokane  
Interlocal Agreement for Crime Check Services  
Public Safety Committee  
November 16, 2015**

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**Subject**

Interlocal Agreement - City/County Spokane Crime Reporting Center for \$651,971. The interlocal will be effective January 1, 2016 – December 31, 2016.

**Background**

The allocation of costs for the base budget (not including the 1/10th of 1 percent Emergency Communications Sales and Use Tax) are sixty six (66) percent to the City, and thirty four (34) percent to the Sheriff. The City's allocation equates to \$651,971 and the Sheriff's allocation equates to \$335,863.85.

**Impact**

This interlocal is a renewal of the current contract.

**Action**

Approval.

**Funding**

General Fund

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN )  
INTERLOCAL AGREEMENT BETWEEN )  
THE CITY OF SPOKANE AND THE )  
COUNTY OF SPOKANE IN CONJUNCTION )  
WITH CRIME CHECK SERVICES )  
[JANUARY 1, 2016 – DECEMBER 31, 2016] )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has care of the county property and the management of County funds and business; and

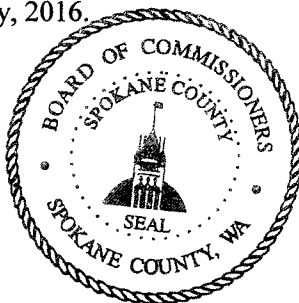
**WHEREAS**, pursuant to the provisions of chapter 36.28 RCW, the Spokane County Sheriff is the chief executive officer and conservator of the peace of the County; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and the City of Spokane desire to provide Crime Check Services for the City of Spokane in the calendar year 2016 under the County's Emergency Communications Department.

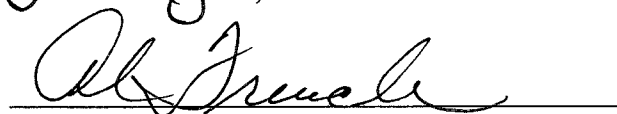
**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, Washington, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES (January 1, 2016 – December 31, 2016)" pursuant to which, under certain terms and conditions, Spokane County, through the Emergency Communications Department shall provide Crime Check Services for the City of Spokane Police Department three hundred sixty-five (365) days per year, twenty-four (24) hours a day, inclusive of legal holidays and such other conditions as further described in Attachment "A", attached hereto and incorporated herein by reference. Such agreement shall commence on January 1, 2016 and run through December 31, 2016. The City of Spokane shall pay Spokane County an amount not to exceed SIX HUNDRED FIFTY-ONE THOUSAND NINE HUNDRED SEVENTY DOLLARS and NO/100 (\$651,971.00) for services described in Attachment "A".

**PASSED AND ADOPTED** by the Board of County Commissioners of Spokane County, Washington this 9<sup>th</sup> day of February, 2016.

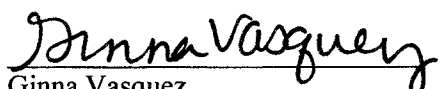


BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
SHELLY O'QUINN, Chair

  
AL FRENCH, Vice Chair

ATTEST:  
CLERK OF THE BOARD

  
Ginna Vasquez

**VACANT**  
Commissioner

**INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES**  
**(January 1, 2016 – December 31, 2016)**

**THIS AGREEMENT** is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," and **SPOKANE COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "County", jointly hereinafter referred to as the "Parties."

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the Spokane County 911/ Emergency Communications Department will provide Crime Check Services for the City in calendar year 2016.

**NOW THEREFORE**, the Parties agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is for the County to provide the City with Crime Check Services relative to the County-wide 911 emergency communication system.

**SECTION NO. 2. SCOPE OF SERVICES**

The County through the Spokane County 911/Emergency Communications Department shall provide Crime Check services for the City of Spokane Police Department (hereinafter referred to as "City Police Department").

For the purpose of this Agreement, the terminology Crime Check Services shall mean receiving telephone calls from City of Spokane residents and taking appropriate action, such as but not limited to: entering received reports into computerized systems maintained jointly by the Spokane County Sheriff and the Spokane Police Department, creating a computer aided dispatch screen for police response, taking and in some cases making return calls associated with law enforcement information or other similar instances.



The City Police Department may request that Crime Check Services be expanded. If Crime Check Services are expanded there may be an additional charge for the expanded services. Prior to providing such expanded Crime Check Services, the Parties shall meet and mutually agree on the charges, if any.

Crime Check Services will be provided under the terms of this Agreement three hundred sixty five (365) days per year, twenty four (24) hours a day, inclusive of legal holidays.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by the field supervisor or radio supervisor. The City of Spokane Police Department may also request that callers requesting service be advised initially to call back when services may be delayed or cancelled due to situations affected by significant field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) either via e-mail or a CAD call back addressed to the Duty Supervisor or the designated supervisor work station.

### **SECTION NO. 3: DURATION**

This Agreement shall be effective on January 1, 2016 and run through December 31, 2016. Either Party may terminate this Agreement at any time upon sixty (60) days written notice.

### **SECTION NO. 4: COMPENSATION**

The City shall pay the County an amount not to exceed SIX HUNDRED FIFTY ONE THOUSAND NINE HUNDRED AND SEVENTY ONE N DOLLARS and 00/100 DOLLARS(\$651,971.00) for all services rendered under this Agreement for the 2016 calendar year. The Spokane County 911/Emergency Communications Director determined the budget and staffing levels needed to provide Crime Check Services. The allocation of costs for the base budget (not including the 1/10<sup>th</sup> of 1 percent Emergency Communications Sales and Use Tax) are sixty five (65) percent to the CITY, and thirty five (35) percent to the Sheriff. The CITY's allocation equates to \$651,971.00 and the Sheriff's allocation equates to \$351,061.00.. Attached hereto as ATTACHMENT "B" and incorporated herein by reference is a document which sets forth the calculations giving rise to the percentage allocation(s) and allocation of the 2016 Crime Check Service base budget costs (not including the 1/10<sup>th</sup> of 1 percent Emergency Communications Sales and Use Tax). The 2016 percentages are based on actual call percentages from 2014. The County certifies that the percentages in Exhibit B are true and accurate to the best of its ability.

The Emergency Communications Sales and Use tax shall support the remainder of the Crime Check budget. The amount for 2016 services is TWO MILLION, FIFTY FOUR THOUSAND SIX HUNDRED AND TWENTY ONE and 00/100 DOLLARS (\$2,054,621.00)

### **SECTION NO. 5. PAYMENT**

The City shall pay in advance of the receipt of Services with the exception of the January 2016 payment. The Spokane County 911 / Emergency Communications Department shall bill the City for the cost of Services monthly in advance by the fifteenth (15<sup>th</sup>) of the month for the following month's Service. For example, billing for February 2016 will be on or before January 15, 2016 and the billing for March 2016 will be on or before February 15, 2016. Monthly payments will be calculated by dividing the City's not to exceed annual cost as set forth in Section No. 2 by twelve (12).

The Payments by City will be due by the fifth (5<sup>th</sup>) day of the following month. For example, the billing for February 2016 will be on or before January 15, 2016 and the City payment will be due on or before February 5, 2016. The payment for January 2016 will be due on or before February 5, 2016. All billings will be electronically delivered to the City of Spokane Police Department's Accounting Clerk having an office in the Spokane City-County Public Safety Building at 1100 West Mallon Avenue, Spokane, Washington. Electronic delivery will be evidenced by a date-stamped email and read receipt. Payment shall be made regardless of any dispute. At the sole option of the County, any payment not made when due may bear interest at a rate equal to lost interest earnings had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding month. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

#### **SECTION NO. 6: FINANCING**

Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes affecting this Agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

#### **SECTION NO. 7: RECORDS**

The County shall maintain all records related to its performance of the Agreement in accordance with state law. The County shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

#### **SECTION NO. 8. RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

#### **SECTION NO. 9: LIABILITY**

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in or cancellation of police response due to circumstances identified by the field supervisor or radio supervisor ("Circumstance #1). The City of Spokane Police Department may also request that callers requesting service be advised initially to call back when services may be delayed or cancelled due to situations effected by significant field operations. ("Circumstance #2). The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency 911/Communications Department and its employees for following the requests of the City of Spokane Police Department under Circumstance #1 and Circumstance #2 above as agreed to by the Parties in that document entitled "MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY (January 1, 2016)" attached to this Agreement as Exhibit "A".

Other than the agreement regarding indemnity between the Parties in Exhibit "A" above, if the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

#### **SECTION NO. 10: NOTICES**

All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: City of Spokane Chief of Police or designee  
Spokane Police Department  
1100 West Mallon Avenue  
Spokane, Washington 99260

COUNTY: Board of County Commissioners  
1116 West Broadway Avenue  
Spokane, Washington 99260

Spokane County Emergency Communications (911) Director  
1620 North Rebecca Street  
Spokane, Washington 99217

### **SECTION NO. 11: INSURANCE**

During the term of the Agreement, the County and the City shall each procure and maintain in force the following insurance coverage:

a. GENERAL LIABILITY INSURANCE: General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

b. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that the other Party, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically "Named Insured" for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Agency Name, It's Officers, Agents And Employees Are Named Insured."

c. AUTOMOBILE INSURANCE: Comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. The policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to the other Party.

d. WORKERS COMPENSATION: Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000.00;

e. PROFESSIONAL LIABILITY INSURANCE: Errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00. The coverage must remain in effect for two (2) years after the Agreement is complete.

## **SECTION 12: ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

## **SECTION NO. 13: MISCELLANEOUS**

### **A. NON-WAIVER**

No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.

### **B. HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

### **C. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either Party to sign this Agreement.

### **D. MODIFICATION**

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

### **E. ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract its interests in this Agreement without the written approval of the other Party.

### **F. SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

### **G. COMPLIANCE WITH LAWS**

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

H. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

I. VENUE

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

J. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES**

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or list the Agreement by subject on the County's web site or other electronically retrievable public source.

F. FINANCING

See Section 6 above.

G. TERMINATION

See provision 3 above.

H. PROPERTY UPON TERMINATION

Title to all property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of this Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: 2.9.16

BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON

**VACANT**



Commissioner

Shelly O'Quinn

Shelly O'Quinn, Chair

Al French

Al French, Vice-Chair

16-0129

ATTEST:  
CLERK OF THE BOARD

Ginna Vasquez

Ginna Vasquez



DATED: 12/18/15

CITY OF SPOKANE

By: David A. Cramer  
Mayor (12.18.15)

Attest:

Lern Hoff  
City Clerk

Approved as to form:

Mr. Murphy  
Assistant City Attorney

Reviewed as to content this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By \_\_\_\_\_  
Emergency Services Communication Board Chairperson



“Exhibit A”

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SPOKANE AND SPOKANE COUNTY

January 1, 2016

The City of Spokane and Spokane County agree to the attached procedure for management of incoming calls for police services during times of unanticipated activity or incidents that have resulted in extended law enforcement involvement.

Per the attached procedure, the City of Spokane Police Department may request that Crime Check Services/employees advise or recall callers of a delay or cancellation in police response due to circumstances identified by a Spokane Police Department supervisor. The City of Spokane Police Department may also request that callers requesting service be advised or called back should there be a situation of significant field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) via e-mail or a call back via CAD addressed to the Duty Supervisor or the designated supervisor workstation. The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency Communications Department and its employees for following the written direction of the City of Spokane Police Department.

This Memorandum of Understanding serves as Exhibit A to the 2016 Crime Check Services Interlocal Agreement.

Spokane County 911  
Procedure for Call Management  
During periods of increased Law Enforcement Workload

Activation Requirements - Law Enforcement Dispatch Supervisor will send either an email or CAD callback notification to the 911 Duty Supervisor notifying of a request for Tier 1 or Tier 2 activation. The notification shall include the Law Enforcement Shift Commander's name and the name of the supervisor requesting the activation. Upon receipt of the request, 911 Supervisor will notify Call Receivers of the Law Enforcement activation and Call Receivers will process calls as outlined below. When Law Enforcement Shift Commander determines that an altered level of service is no longer needed, Dispatch Supervisor will send a follow up email or CAD call back to the 911 Duty Supervisor or the designated supervisor work station notifying of the cancellation of the Tier activation. Included will be the names of the cancelling Law Enforcement Shift Commander and the name of the supervisor requesting the cancellation.

**Tier 1 Activation** – For use during active incidents requiring an extended law enforcement involvement. (Examples: Active hostage situations, Ice storm, fire storm etc...)

- When this level of activation is requested, the request needs to include an approximate ending time
- For calls with the Priority 3 or lower, 911 will advise the caller or call back the caller to notify them that (SPD or SCSO) is currently involved in a priority incident and has requested that callers call back at the predetermined time to request contact/report their incident or that police response to their call has been cancelled. Crime Check will offer to take the report via telephone.
- When Law Enforcement Shift Commander or his/her designee requests the activation be cancelled, the Dispatch Supervisor will send either an email or CAD call back notification to the 911 Supervisor.

**Tier 2 Activation** – For use during times when Dispatch and Law Enforcement Field Officers are experiencing an increased workload, but the spike of activity is only expected to last for a short duration.

- 911 will continue to enter all Cad Incidents
- 911 will advise callers that their request has been forwarded to Law Enforcement Dispatch but that (SPD/SCSO) has requested Crime Check advise callers that their request for service would be delayed indefinitely

Attachment A  
Spokane County 911 Procedure for Call Management  
During periods of increased Law Enforcement Workload

Activation Requirements - Law Enforcement Dispatch Supervisor will send email notification to the 911 Duty Supervisor notifying of a request for a Tier 1 or Tier 2 activation. The notification shall include the Law Enforcement Shift Commander's name requesting the activation. Upon receipt of the request, 911 Supervisor will notify Call Receivers of the Law Enforcement activation and Call Receivers will process calls as outlined below. When Law Enforcement Shift Commander determines that an altered level of service is no longer needed, Dispatch Supervisor will send a follow up email to the 911 Duty Supervisor notifying of the cancellation of the Tier activation and the cancelling Law Enforcement Shift Commander's name.

**Tier 1 Activation** – For use during active incidents requiring an extended law enforcement involvement. (Examples: Active hostage situations, Ice storm, fire storm etc...)

- When this level of activation is requested, the request needs to include an approximate ending time
- For calls with the Priority 3 or lower, 911 will advise the caller that (SPD or SCSO) is currently involved in a priority incident and has requested that callers call back at the predetermined time to request contact/report their incident
- When Law Enforcement Shift Commander requests the activation be cancelled, the Dispatch Supervisor will send email notification to the 911 Supervisor.

**Tier 2 Activation** – For use during times when Dispatch and Law Enforcement Field Officers are experiencing an increased workload, but the spike of activity is only expected to last for a short duration.

- 911 will continue to enter all Cad Incidents
- 911 will advise callers that their request has been forwarded to Law Enforcement Dispatch but that (SPD/SCSO) has requested we advise callers that their request for service would be delayed indefinitely
- Law Enforcement Dispatch will retain responsibility for any re-contact with callers and resolution of the caller's request

# ATTACHMENT "B"

| 2014                   | Crime Check Reports |
|------------------------|---------------------|
| Spokane Police Dept    | 31,433              |
| Spokane County Sheriff | 17,209              |
| <b>TOTAL</b>           | <b>48,642</b>       |

| Calculations for Percentages | Percentages | Calculations      |
|------------------------------|-------------|-------------------|
| Spokane Police Dept          | 65%         | (31,433 / 48,642) |
| Spokane County Sheriff       | 35%         | (17,209 / 48,642) |

\*agency reports are divided by TOTAL reports to arrive at percentages

| Base Fee Application   | Total Base Fee | Agency Percentage | Agency Total        |
|------------------------|----------------|-------------------|---------------------|
| Spokane Police Dept    | \$1,003,032    | 65%               | \$ 651,971          |
| Spokane County Sheriff | \$1,003,032    | 35%               | \$ 351,061          |
|                        |                |                   | <b>\$ 1,003,032</b> |

\*total base fee is multiplied by each agency's percentage to arrive at agency totals

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SPOKANE AND SPOKANE COUNTY

November 1, 2015

The City of Spokane and Spokane County agree to the attached procedure for management of incoming calls for police services during times of unanticipated activity or incidents that have resulted in extended law enforcement involvement.

Per the attached procedure, the City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by the field supervisor. The City of Spokane Police Department may also request that callers requesting service be advised to call back should there be a situation of extreme field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) via e-mail addressed to the Duty Supervisor. The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency Communications Department and its employees for following the written direction of the City of Spokane Police Department.

This Memorandum of Understanding serves as Attachment A to the Crime Check Services Interlocal Agreement, dated

Signed:

For Spokane Police Department:

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Date

For Spokane County:

---

Date





**Agenda Sheet for City Council Meeting of:**  
02/02/2015

|                         |   |
|-------------------------|---|
| <b>Date Rec'd</b>       | 1/21/2015                               |
| <b>Clerk's File #</b>   | OPR 2015-0042                           |
| <b>Renews #</b>         |   |
| <b>Cross Ref #</b>      | 2013-0071                               |
| <b>Project #</b>        |   |
| <b>Bid #</b>            |   |
| <b>Requisition #</b>    | CR15106                                 |
| <b>Agenda Item Name</b> | 0680 - CRIME CHECK INTERLOCAL AGREEMENT |

**Submitting Dept**

POLICE

**Contact Name/Phone**

RICK DOBROW 625-4115

**Contact E-Mail**

RDOBROW@SPOKANEPOLICE.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0680 - CRIME CHECK INTERLOCAL AGREEMENT

**Agenda Wording**

Interlocal Agreement - City/County Spokane Crime Reporting Center for \$642,719. The interlocal will be effective January 1, 2015 - December 31, 2015.

**Summary (Background)**

The allocation of costs for the base budget (not including the 1/10th of 1 percent Emergency Communications Sales and Use Tax) are sixty four(66) percent to the City, and thirty six (34) percent to the Sheriff. The City's allocation equates to \$642,719.00 and the Sheriff's allocation equates to \$331,098.

**Fiscal Impact**

Expense \$ 642,719

Select \$

Select \$

Select \$

**Budget Account**

# 0680-11100-28100-55101

#

#

#

**Approvals**

**Dept Head**

DOBROW, RICK

**Division Director**

STRAUB, FRANK

**Finance**

LESESNE, MICHELE

**Legal**

WHALEY, HUNT

**For the Mayor**

SANDERS, THERESA

**Council Notifications**

**Study Session**

1/20/15

**Other**

**Distribution List**

**Additional Approvals**

**Purchasing**

APPROVED BY SPOKANE CITY COUNCIL ON

2/2/2015  
  
SPOKANE CITY CLERK

**Briefing Paper  
City of Spokane  
Interlocal Agreement for Crime Check Services  
Public Safety Committee  
January 20, 2015**

---

**Subject**

Interlocal Agreement - City/County Spokane Crime Reporting Center for \$642,719. The interlocal will be effective January 1, 2015 – December 31, 2015.

**Background**

The allocation of costs for the base budget (not including the 1/10th of 1 percent Emergency Communications Sales and Use Tax) are sixty four(66) percent to the City, and thirty six (34) percent to the Sheriff. The City's allocation equates to \$642,719 and the Sheriff's allocation equates to \$331,098.

**Impact**

This interlocal is a renewal of the current contract.

**Action**

Approval.

**Funding**

General Fund

**INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES**  
**(January 1, 2015 – December 31, 2015)**

**THIS AGREEMENT** is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," and **SPOKANE COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "County", jointly hereinafter referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the Spokane County 911/ Emergency Communications Department will provide Crime Check Services for the City in calendar year 2015.

**NOW THEREFORE**, the Parties agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is for the County to provide the City with Crime Check Services relative to the County-wide 911 emergency communication system.

**SECTION NO. 2. SCOPE OF SERVICES**

The County through the Spokane County 911/Emergency Communications Department shall provide Crime Check services for the City of Spokane Police Department (hereinafter referred to as "City Police Department").

For the purpose of this Agreement, the terminology Crime Check Services shall mean receiving telephone calls from City of Spokane residents and taking appropriate action, such as but not limited to: entering received reports into computerized systems maintained jointly by the Spokane County Sheriff and the Spokane Police Department, creating a computer aided dispatch

screen for police response, taking and in some cases making return calls associated with law enforcement information or other similar instances.

The City Police Department may request that Crime Check Services be expanded. If Crime Check Services are expanded there may be an additional charge for the expanded services. Prior to providing such expanded Crime Check Services, the Parties shall meet and mutually agree on the charges, if any.

Crime Check Services will be provided under the terms of this Agreement three hundred sixty five (365) days per year, twenty four (24) hours a day, inclusive of legal holidays.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by the field supervisor or radio supervisor. The City of Spokane Police Department may also request that callers requesting service be advised initially to call back when services may be delayed or cancelled due to situations affected by significant field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) either via e-mail or a CAD call back addressed to the Duty Supervisor or the designated supervisor work station.

### **SECTION NO. 3: DURATION**

This Agreement shall be effective on January 1, 2015 and run through December 31, 2015. Either Party may terminate this Agreement at any time upon sixty (60) days written notice.

### **SECTION NO. 4: COMPENSATION**

The City shall pay the County an amount not to exceed SIX HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED AND NINETEEN DOLLARS and 00/100 DOLLARS(\$642,719.00) for all services rendered under this Agreement for the 2015 calendar year. The Spokane County 911/Emergency Communications Director determined the budget and staffing levels needed to provide Crime Check Services. The allocation of costs for the base budget (not including the 1/10<sup>th</sup> of 1 percent Emergency Communications Sales and Use Tax) are sixty six (66) percent to the CITY, and thirty four (34) percent to the Sheriff. The CITY's allocation equates to \$642,719.00 and the Sheriff's allocation equates to \$331,098.00.. Attached hereto as ATTACHMENT "B" and incorporated herein by reference is a document which sets forth the calculations giving rise to the percentage allocation(s) and allocation of the 2015 Crime Check Service base budget costs (not including the 1/10<sup>th</sup> of 1 percent Emergency Communications Sales and Use Tax). The 2015 percentages are based on actual call percentages from 2013. The County certifies that the percentages in Exhibit B are true and accurate to the best of its ability.

The Emergency Communications Sales and Use tax shall support the remainder of the Crime Check budget. The amount for 2015 services is ONE MILLION, SEVEN HUNDRED

FORTY TWO THOUSAND SIX HUNDRED AND EIGHTY THREE DOLLARS and 00/100 DOLLARS (\$1,742,683.00)

#### **SECTION NO. 5. PAYMENT**

The City shall pay in advance of the receipt of Services with the exception of the January 2015 payment. The Spokane County 911 / Emergency Communications Department shall bill the City for the cost of Services monthly in advance by the fifteenth (15<sup>th</sup>) of the month for the following month's Service. For example, billing for February 2015 will be on or before January 15, 2015 and the billing for March 2015 will be on or before February 15, 2015. Monthly payments will be calculated by dividing the City's not to exceed annual cost as set forth in Section No. 2 by twelve (12).

The Payments by City will be due by the fifth (5<sup>th</sup>) day of the following month. For example, the billing for February 2015 will be on or before January 15, 2015 and the City payment will be due on or before February 5, 2015. The payment for January 2015 will be due on or before February 5, 2015. All billings will be electronically delivered to the City of Spokane Police Department's Accounting Clerk having an office in the Spokane City-County Public Safety Building at 1100 West Mallon Avenue, Spokane, Washington. Electronic delivery will be evidenced by a date-stamped email and read receipt. Payment shall be made regardless of any dispute. At the sole option of the County, any payment not made when due may bear interest at a rate equal to lost interest earnings had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding month. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

#### **SECTION NO. 6: FINANCING**

Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes affecting this Agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

#### **SECTION NO. 7: RECORDS**

The County shall maintain all records related to its performance of the Agreement in accordance with state law. The County shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

#### **SECTION NO. 8. RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee,

agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

#### **SECTION NO. 9: LIABILITY**

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in or cancellation of police response due to circumstances identified by the field supervisor or radio supervisor ("Circumstance #1). The City of Spokane Police Department may also request that callers requesting service be advised initially to call back when services may be delayed or cancelled due to situations effected by significant field operations. ("Circumstance #2). The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency 911/Communications Department and its employees for following the requests of the City of Spokane Police Department under Circumstance #1 and Circumstance #2 above as agreed to by the Parties in that document entitled "MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY (January 1, 2015)" attached to this Agreement as Exhibit "A".

Other than the agreement regarding indemnity between the Parties in Exhibit "A" above, if the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

## **SECTION NO. 10: NOTICES**

All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: City of Spokane Chief of Police or designee  
Spokane Police Department  
1100 West Mallon Avenue  
Spokane, Washington 99260

COUNTY: Board of County Commissioners  
1116 West Broadway Avenue  
Spokane, Washington 99260

Spokane County Emergency Communications (911) Director  
1620 North Rebecca Street  
Spokane, Washington 99217

## **SECTION NO. 11: INSURANCE**

During the term of the Agreement, the County and the City shall each procure and maintain in force the following insurance coverage:

a. GENERAL LIABILITY INSURANCE: General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

b. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that the other Party, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically "Named Insured" for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Agency Name, It's Officers, Agents And Employees Are Named Insured."

c. AUTOMOBILE INSURANCE: Comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. The policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to the other Party.

d. WORKERS COMPENSATION: Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide



worker's compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000.00;

e. **PROFESSIONAL LIABILITY INSURANCE:** Errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00. The coverage must remain in effect for two (2) years after the Agreement is complete.

## **SECTION 12: ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

## **SECTION NO. 13: MISCELLANEOUS**

### **A. NON-WAIVER**

No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.

### **B. HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

### **C. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either Party to sign this Agreement.

### **D. MODIFICATION**

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

### **E. ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract its interests in this Agreement without the written approval of the other Party.

### **F. SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

G. COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

H. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

I. VENUE

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

J. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES**

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or list the Agreement by subject on the County's web site or other electronically retrievable public source.

F. FINANCING

See Section 6 above.

G. TERMINATION

See provision 3 above.


H. PROPERTY UPON TERMINATION

Title to all property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of this Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: 3.17.15

BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON

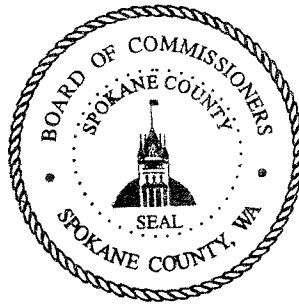
  
Al French, Commissioner

  
Todd Mielke, Chair

  
Shelly O'Quinn, Vice-Chair

ATTEST:  
CLERK OF THE BOARD

Dinnavasquez



DATED: 2/19/2015

CITY OF SPOKANE

By: Dan A. Cullen  
Mayor

Attest:

Lera Hefelt  
City Clerk

Approved as to form:

Michael Piccob  
Assistant City Attorney

Reviewed as to content this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By \_\_\_\_\_  
Emergency Services Communication Board Chairperson



“Exhibit A”

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SPOKANE AND SPOKANE COUNTY

January 1, 2015

The City of Spokane and Spokane County agree to the attached procedure for management of incoming calls for police services during times of unanticipated activity or incidents that have resulted in extended law enforcement involvement.

Per the attached procedure, the City of Spokane Police Department may request that Crime Check Services/employees advise or recall callers of a delay or cancellation in police response due to circumstances identified by a Spokane Police Department supervisor. The City of Spokane Police Department may also request that callers requesting service be advised or called back should there be a situation of significant field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) via e-mail or a call back via CAD addressed to the Duty Supervisor or the designated supervisor workstation. The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency Communications Department and its employees for following the written direction of the City of Spokane Police Department.

This Memorandum of Understanding serves as Exhibit A to the 2015 Crime Check Services Interlocal Agreement.

Spokane County 911  
Procedure for Call Management  
During periods of increased Law Enforcement Workload

Activation Requirements - Law Enforcement Dispatch Supervisor will send either an email or CAD callback notification to the 911 Duty Supervisor notifying of a request for Tier 1 or Tier 2 activation. The notification shall include the Law Enforcement Shift Commander's name and the name of the supervisor requesting the activation. Upon receipt of the request, 911 Supervisor will notify Call Receivers of the Law Enforcement activation and Call Receivers will process calls as outlined below. When Law Enforcement Shift Commander determines that an altered level of service is no longer needed, Dispatch Supervisor will send a follow up email or CAD call back to the 911 Duty Supervisor or the designated supervisor work station notifying of the cancellation of the Tier activation. Included will be the names of the cancelling Law Enforcement Shift Commander and the name of the supervisor requesting the cancellation.

**Tier 1 Activation** – For use during active incidents requiring an extended law enforcement involvement. (Examples: Active hostage situations, Ice storm, fire storm etc...)

- When this level of activation is requested, the request needs to include an approximate ending time
- For calls with the Priority 3 or lower, 911 will advise the caller or call back the caller to notify them that (SPD or SCSO) is currently involved in a priority incident and has requested that callers call back at the predetermined time to request contact/report their incident or that police response to their call has been cancelled. Crime Check will offer to take the report via telephone.
- When Law Enforcement Shift Commander or his/her designee requests the activation be cancelled, the Dispatch Supervisor will send either an email or CAD call back notification to the 911 Supervisor.

**Tier 2 Activation** – For use during times when Dispatch and Law Enforcement Field Officers are experiencing an increased workload, but the spike of activity is only expected to last for a short duration.

- 911 will continue to enter all Cad Incidents
- 911 will advise callers that their request has been forwarded to Law Enforcement Dispatch but that (SPD/SCSO) has requested Crime Check advise callers that their request for service would be delayed indefinitely

# ATTACHMENT "B"

| 2013                   | Crime Check Reports |
|------------------------|---------------------|
| Spokane Police Dept    | 33,744              |
| Spokane County Sheriff | 17,296              |
| <b>TOTAL</b>           | <b>51,040</b>       |

| Calculations for Percentages | Percentages | Calculations      |
|------------------------------|-------------|-------------------|
| Spokane Police Dept          | 66%         | (33,744 / 51,040) |
| Spokane County Sheriff       | 34%         | (17,296 / 51,040) |

\*agency reports are divided by TOTAL reports to arrive at percentages

| Base Fee Application   | Total Base Fee | Agency Percentage | Agency Total      |
|------------------------|----------------|-------------------|-------------------|
| Spokane Police Dept    | \$973,817      | 66%               | \$ 642,719        |
| Spokane County Sheriff | \$973,817      | 34%               | \$ 331,098        |
|                        |                |                   | <b>\$ 973,817</b> |

\*total base fee is multiplied by each agency's percentage to arrive at agency totals



62

RECEIVED

MAR 20 2015

NO. 2015-0200

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

CITY CLERK'S OFFICE  
SPOKANE, WA

IN THE MATTER OF EXECUTING AN INTERLOCAL )  
AGREEMENT BETWEEN THE CITY OF SPOKANE ) **RESOLUTION**  
AND THE COUNTY OF SPOKANE IN CONJUNCTION )  
WITH CRIME CHECK SERVICES )  
[JANUARY 1, 2015 – DECEMBER 31, 2015] )

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of county property and the management of County funds and business; and

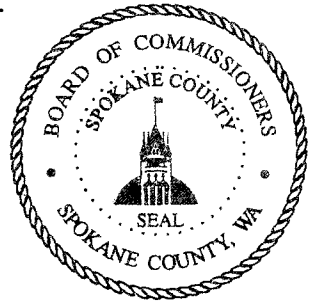
**WHEREAS**, pursuant to the provisions of chapter 36.28 RCW, the Spokane County Sheriff is the chief executive officer and conservator of the peace of the County; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

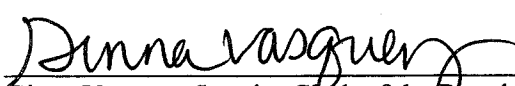
**WHEREAS**, the County and the City of Spokane desire to provide Crime Check Services for the City of Spokane in calendar year 2015 under the County's Emergency Communications Department.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES (January 1, 2015 - December 31, 2015)" pursuant to which, under certain terms and conditions, Spokane County, through the Emergency Communications Department shall provide Crime Check Services for the City of Spokane Police Department three hundred sixty-five (365) days per year, twenty-four (24) hours a day, inclusive of legal holidays and such other conditions as further described in Attachment "A", attached hereto and incorporated herein by reference. Such agreement shall commence on January 1, 2015, and run through December 31, 2015. The City of Spokane shall pay Spokane County an amount not to exceed SIX HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED NINETEEN DOLLARS and NO/100 DOLLARS (\$642,719.00) for services described in Attachment "A".


**ADOPTED** by the Board of County Commissioners of Spokane County, Washington this 17<sup>th</sup> day of March 2015.



ATTEST:

  
Ginna Vasquez, Interim Clerk of the Board

  
TODD MIELKE, CHAIR

  
SHELLY O'QUINN, VICE CHAIR

  
AL FRENCH, COMMISSIONER

**Agenda Sheet for City Council Meeting of:**

01/06/2014

**Date Rec'd**

12/24/2013

**Clerk's File #**

OPR 2014-0010

**Renews #****Cross Ref #**

OPR 2013-0071

**Project #****Bid #****Requisition #****Submitting Dept**

POLICE

**Contact Name/Phone**

TIM SCHWERING 625.4109

**Contact E-Mail**

TSCHWERING@SPOKANEPOLICE.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0680 - CRIME CHECK INTERLOCAL AGREEMENT

**Agenda Wording**

Interlocal Agreement - City/County Spokane Crime Reporting Center for \$623,999. The interlocal will be effective January 1, 2014 - December 31, 2014.

**Summary (Background)**

The allocation of costs for the base budget (not including the 1/10th of 1 percent Emergency Communications Sales and Use Tax) are sixty four(66) percent to the City, and thirty six (34) percent to the Sheriff. The City's allocation equates to \$623,999 and the Sheriff's allocation equates to \$321,454.

**Fiscal Impact**

Expense \$ 623,999.00

Select \$

Select \$

Select \$

**Budget Account**

# 0680-11100-28100-55101

#

#

#

**Approvals****Dept Head**

SCHWERING, TIM

**Division Director**

SCHWERING, TIM

**Finance**

LESESNE, MICHELE

**Legal**

BURNS, BARBARA

**For the Mayor**

SANDERS, THERESA

**Council Notifications****Study Session**

Public Safety-12/16/13

**Other****Distribution List**

ewade

lmizzell@spokanecounty.org

BArleth

**Additional Approvals****Purchasing**

Tschwering

mlesesne

APPROVED BY SPOKANE CITY COUNCIL ON

1/6/2014  
*[Signature]*  
SPOKANE CITY CLERK

**INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES**

(January 1, 2014 – December 31, 2014) 2014-0065  
(OPR 2014-0010)

**THIS AGREEMENT** is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," and **SPOKANE COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "County", jointly hereinafter referred to as the "Parties."

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the Spokane County 911/ Emergency Communications Department will provide Crime Check Services for the City in calendar year 2014.

**NOW THEREFORE**, the Parties agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is for the County to provide the City with Crime Check Services relative to the County-wide 911 emergency communication system.

**SECTION NO. 2. SCOPE OF SERVICES**

The County through the Spokane County 911/Emergency Communications Department shall provide Crime Check services for the City of Spokane Police Department (hereinafter referred to as "City Police Department").

For the purpose of this Agreement, the terminology Crime Check Services shall mean receiving telephone calls from City of Spokane residents and taking appropriate action, such as but not limited to: entering received reports into computerized systems maintained jointly by the Spokane County Sheriff and the Spokane Police Department, creating a computer aided dispatch screen for police response, taking and in some cases making return calls associated

with law enforcement information or other similar instances.

The City Police Department may request that Crime Check Services be expanded. If Crime Check Services are expanded there may be an additional charge for the expanded services. Prior to providing such expanded Crime Check Services, the Parties shall meet and mutually agree on the charges, if any.

Crime Check Services will be provided under the terms of this Agreement three hundred sixty five (365) days per year, twenty four (24) hours a day, inclusive of legal holidays.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by the field supervisor or radio supervisor. The City of Spokane Police Department may also request that callers requesting service be advised initially to call back when services may be delayed or cancelled due to situations affected by significant field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) either via e-mail or a CAD call back addressed to the Duty Supervisor or the designated supervisor work station.

### **SECTION NO. 3: DURATION**

This Agreement shall be effective on January 1, 2014 and run through December 31, 2014. Either Party may terminate this Agreement at any time upon sixty (60) days written notice.

### **SECTION NO. 4: COMPENSATION**

The City shall pay the County an amount not to exceed SIX HUNDRED TWENTY THREE THOUSAND NINE HUNDRED AND NINETY NINE DOLLARS and 00/100 DOLLARS(\$623,999.00) for all services rendered under this Agreement for the 2014 calendar year. The Spokane County 911/Emergency Communications Director determined the budget and staffing levels needed to provide Crime Check Services. The allocation of costs for the base budget (not including the 1/10<sup>th</sup> of 1 percent Emergency Communications Sales and Use Tax) are sixty six (66) percent to the CITY, and thirty four (34) percent to the Sheriff. The CITY's allocation equates to \$623,999.00 and the Sheriff's allocation equates to \$321,454.00.. Attached hereto as ATTACHMENT "B" and incorporated herein by reference is a document which sets forth the calculations giving rise to the percentage allocation(s) and allocation of the 2014 Crime Check Service base budget costs (not including the 1/10<sup>th</sup> of 1 percent Emergency Communications Sales and Use Tax). The 2014 percentages are based on actual call percentages from 2012. The County certifies that the percentages in Exhibit B are true and accurate to the best of its ability.

The Emergency Communications Sales and Use tax shall support the remainder of the Crime Check budget. The amount for 2014 services is ONE MILLION, SIX HUNDRED FORTY SIX THOUSAND FIVE HUNDRED AND THREE DOLLARS and 00/100 DOLLARS(\$1,646,503.00)

## **SECTION NO. 5. PAYMENT**

The City shall pay in advance of the receipt of Services with the exception of the January 2014 payment. The Spokane County 911 / Emergency Communications Department shall bill the City for the cost of Services monthly in advance by the fifteenth (15<sup>th</sup>) of the month for the following month's Service. For example, billing for February 2014 will be on or before January 15, 2014 and the billing for March 2014 will be on or before February 15, 2014. Monthly payments will be calculated by dividing the City's not to exceed annual cost as set forth in Section No. 2 by twelve (12).

The Payments by City will be due by the fifth (5th) day of the following month. For example, the billing for February 2014 will be on or before January 15, 2014 and the City payment will be due on or before February 5, 2014. The payment for January 2014 will be due on or before February 5, 2014. All billings will be electronically delivered to the City of Spokane Police Department's Accounting Clerk having an office in the Spokane City-County Public Safety Building at 1100 West Mallon Avenue, Spokane, Washington. Electronic delivery will be evidenced by a date-stamped email and read receipt. Payment shall be made regardless of any dispute. At the sole option of the County, any payment not made when due may bear interest at a rate equal to lost interest earnings had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding month. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

## **SECTION NO. 6: FINANCING**

Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes affecting this Agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

## **SECTION NO. 7: RECORDS**

The County shall maintain all records related to its performance of the Agreement in accordance with state law. The County shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

## **SECTION NO. 8. RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

## **SECTION NO. 9: LIABILITY**

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in or cancellation of police response due to circumstances identified by the field supervisor or radio supervisor ("Circumstance #1). The City of Spokane Police Department may also request that callers requesting service be advised initially to call back when services may be delayed or cancelled due to situations effected by significant field operations. ("Circumstance #2). The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency 911/Communications Department and its employees for following the requests of the City of Spokane Police Department under Circumstance #1 and Circumstance #2 above as agreed to by the Parties in that document entitled "MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY (January 1, 2014)" attached to this Agreement as Exhibit "A".

Other than the agreement regarding indemnity between the Parties in Exhibit "A" above, if the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

## **SECTION NO. 10: NOTICES**

All notices shall be in writing and served on any of the Parties either personally or by certified

mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: City of Spokane Chief of Police or designee  
Spokane Police Department  
1100 West Mallon Avenue  
Spokane, Washington 99260

COUNTY: Board of County Commissioners  
1116 West Broadway Avenue  
Spokane, Washington 99260

Spokane County Emergency Communications (911) Director  
1620 North Rebecca Street  
Spokane, Washington 99217

#### **SECTION NO. 11: INSURANCE**

During the term of the Agreement, the County and the City shall each procure and maintain in force the following insurance coverage:

a. **GENERAL LIABILITY INSURANCE:** General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

b. **ADDITIONAL INSURED ENDORSEMENT:** General Liability Insurance must state that the other Party, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically "Named Insured" for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Agency Name, It's Officers, Agents And Employees Are Named Insured."

c. **AUTOMOBILE INSURANCE:** Comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. The policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to the other Party.

d. **WORKERS COMPENSATION:** Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000.00;

e. **PROFESSIONAL LIABILITY INSURANCE:** Errors & omissions

coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00. The coverage must remain in effect for two (2) years after the Agreement is complete.

#### **SECTION 12: ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

#### **SECTION NO. 13: MISCELLANEOUS**

A. **NON-WAIVER**

No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.

B. **HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

C. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either Party to sign this Agreement.

D. **MODIFICATION**

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

E. **ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract its interests in this Agreement without the written approval of the other Party.

F. **SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.



G. COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

H. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

I. VENUE

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

J. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES**

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or list the Agreement by subject on the County's web site or other electronically retrievable public source.

F. FINANCING

See Section 6 above.

G. TERMINATION

See provision 3 above.

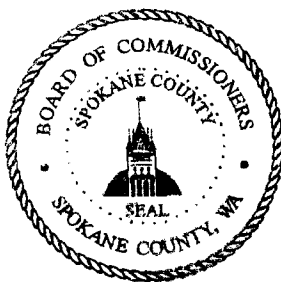
H. PROPERTY UPON TERMINATION

Title to all property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of this Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: 11/21/14

BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON



[Signature]  
Chair

[Signature]  
Vice-Chair

[Signature]  
Commissioner

ATTEST:  
CLERK OF THE BOARD

DBO Nancy Holman  
Daniela Erickson

DATED: 01.08.2014

CITY OF SPOKANE

By: Dan A. Conner  
Mayor

Attest:

Approved as to form:

Veni L. Harte  
City Clerk

D. B. Bunt  
Assistant City Attorney

Reviewed as to content this 27<sup>th</sup> day of JANUARY 2014

By B. K. [Signature]  
Emergency Services Communication Board Chairperson



"Exhibit A"

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SPOKANE AND SPOKANE COUNTY

January 1, 2014

The City of Spokane and Spokane County agree to the attached procedure for management of incoming calls for police services during times of unanticipated activity or incidents that have resulted in extended law enforcement involvement.

Per the attached procedure, the City of Spokane Police Department may request that Crime Check Services/employees advise or recall callers of a delay or cancellation in police response due to circumstances identified by a Spokane Police Department supervisor. The City of Spokane Police Department may also request that callers requesting service be advised or called back should there be a situation of significant field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) via e-mail or a call back via CAD addressed to the Duty Supervisor or the designated supervisor workstation. The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency Communications Department and its employees for following the written direction of the City of Spokane Police Department.

This Memorandum of Understanding serves as Exhibit A to the 2014 Crime Check Services Interlocal Agreement.

Spokane County 911  
Procedure for Call Management  
During periods of increased Law Enforcement Workload

Activation Requirements - Law Enforcement Dispatch Supervisor will send either an email or CAD callback notification to the 911 Duty Supervisor notifying of a request for Tier 1 or Tier 2 activation. The notification shall include the Law Enforcement Shift Commander's name and the name of the supervisor requesting the activation. Upon receipt of the request, 911 Supervisor will notify Call Receivers of the Law Enforcement activation and Call Receivers will process calls as outlined below. When Law Enforcement Shift Commander determines that an altered level of service is no longer needed, Dispatch Supervisor will send a follow up email or CAD call back to the 911 Duty Supervisor or the designated supervisor work station notifying of the cancellation of the Tier activation. Included will be the names of the cancelling Law Enforcement Shift Commander and the name of the supervisor requesting the cancellation.

**Tier 1 Activation** – For use during active incidents requiring an extended law enforcement involvement.  
(Examples: Active hostage situations, Ice storm, fire storm etc....)

- When this level of activation is requested, the request needs to include an approximate ending time
- For calls with the Priority 3 or lower, 911 will advise the caller or call back the caller to notify them that (SPD or SCSO) is currently involved in a priority incident and has requested that callers call back at the predetermined time to request contact/report their incident or that police response to their call has been cancelled. Crime Check will offer to take the report via telephone.
- When Law Enforcement Shift Commander or his/her designee requests the activation be cancelled, the Dispatch Supervisor will send either an email or CAD call back notification to the 911 Supervisor.

**Tier 2 Activation** – For use during times when Dispatch and Law Enforcement Field Officers are experiencing an increased workload, but the spike of activity is only expected to last for a short duration.

- 911 will continue to enter all Cad Incidents
- 911 will advise callers that their request has been forwarded to Law Enforcement Dispatch but that (SPD/SCSO) has requested Crime Check advise callers that their request for service would be delayed indefinitely

# ATTACHMENT "B"

| 2012                   | Crime Check Reports |
|------------------------|---------------------|
| Spokane Police Dept    | 27,003              |
| Spokane County Sheriff | 14,026              |
| <b>TOTAL</b>           | <b>41,029</b>       |

| Calculations for Percentages | Percentages | Calculations      |
|------------------------------|-------------|-------------------|
| Spokane Police Dept          | 66%         | (27,003 / 41,029) |
| Spokane County Sheriff       | 34%         | (14,026 / 41,029) |

\*agency reports are divided by TOTAL reports to arrive at percentages

| Base Fee Application   | Total Base Fee | Agency Percentage | Agency Total      |
|------------------------|----------------|-------------------|-------------------|
| Spokane Police Dept    | \$945,453      | 66%               | \$ 623,999        |
| Spokane County Sheriff | \$945,453      | 34%               | \$ 321,454        |
|                        |                |                   | <b>\$ 945,453</b> |

\*total base fee is multiplied by each agency's percentage to arrive at agency totals

Submit to Clerk of the Board with accompanying paperwork (Resolution, Agreements, etc.)

## AGENDA SHEET

**SUBMITTING DEPARTMENT:** 911 Emergency Communications

**CONTACT PERSON:** Lorlee Mizell

**PHONE NUMBER:** 532-8911

**CHECK TYPE OF MEETING ITEM BELOW:**

9:00 AM CEO MEETING: ☐

2:00 PM CONSENT AGENDA: ☒  
BY LEAVE: ☐

5:30 PM LEGISLATIVE SESSION: ☐  
BY LEAVE: ☐

SPECIAL SESSION: ☐

**BELOW FOR CLERK'S USE ONLY:**

Clerk's Resolution No. 2014-0065  
Approved: Majority/Unanimous \_\_\_\_\_  
Denied: Majority/Unanimous \_\_\_\_\_  
Renews/Amends No. \_\_\_\_\_  
Public Works No. \_\_\_\_\_  
Purchasing Dept. No. \_\_\_\_\_

**AGENDA TITLE:** 2014 Interlocal Agreement with City of Spokane for Crime Check Services

**BACKGROUND:** (Attach separate sheet(s) if necessary): 911 provides Crime Check Services as outlined in the Interlocal Agreement to the City of Spokane. This Interlocal Agreement continues those services for the calendar year 2014.

**FISCAL IMPACT:** Revenue in the amount of \$623,999 from the City of Spokane for Crime Check Services.

**REQUESTED BOARD ACTION:** Approval

**SIGNATURES:** (Signatures must be completed before submitting to the Clerk of the Board).

1) Legal Department

2) Auditor's Office

3) Budget Office

4) Department Head/Elected Official or  
Designated Authority (Requesting Agenda Item)

5) Central Services

Other

NO. 2014-0065

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN )  
AMENDMENT TO THE 2014 INTERLOCAL )  
AGREEMENT BETWEEN SPOKANE )  
COUNTY AND THE CITY OF SPOKANE )  
FOR CRIME CHECK SERVICES )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (hereinafter sometimes referred to as the "County") has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW ("Interlocal Cooperation Act") local governmental units make the most efficient use of their powers cooperating with other public entities to provide services in a manner best serving the needs of local communities; and

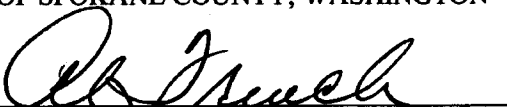
**WHEREAS**, pursuant to the above referenced statutory provisions, the County and City of Spokane desire to reduce to writing the terms and conditions under which the Spokane County 911/Emergency Communications Department will provide Crime Check Services for the City of Spokane in calendar year 2014.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, Washington, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES [January 1, 2014-December 31, 2014]" pursuant to which under certain terms and conditions the Spokane County 911/Emergency Communications Department will provide Crime Check Services for the City of Spokane in calendar year 2014 for an amount of \$623,999.00.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of January, 2014.

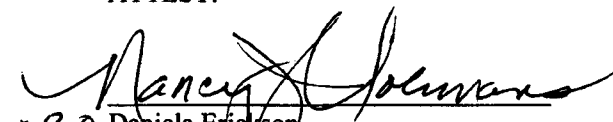


BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
AL FRENCH, Chair

  
TODD MIELKE, Vice-Chair

ATTEST:

  
030 Daniela Erickson  
Clerk of the Board

  
SHELLY O'QUINN, Commissioner





# City of Spokane

## Minor Contract Summary

OPR # 2013-0071  
Cross Ref \_\_\_\_\_  
Destruct Date 2020  
Clerk's Dist. 08.23.13 SR

**Incomplete submissions will be returned to the Department until all requirements are met.**  
(Summary to be printed on blue paper)

Department Name Police  
Department Project # Crime Check

New Contract ☐  
CR # \_\_\_\_\_  
Date: 07/09/2013

### Contractor/Consultant

Name: Spokane County  
Address: 1116 West Broadway  
City, State, Zip: Spokane, WA 99260

Remittance Address:  
City, State, Zip

**RECEIVED**

**AUG 22 2013**

CITY CLERK'S OFFICE  
SPOKANE, WA

### Summary of Services

Amendment to the Crime Check interlocal agreement with the Spokane County. Effective 07/01/2013 vehicle theft reports will no longer be taken over by the phone by Crime Check. The change decreases the fee for auto theft reports from \$62,500.00 to \$31,250.00. The total contract amount decreases to \$624,650.00 from \$655,900.00.

Amount: -31,250.00

Budget Code: 0680-11100-21800-55101

### Maximum Amount

Beginning Date: 7/1/2013 Expiration Date: 12/31/2013 Open-Ended: ☐

☐ Quotes (per Purchasing Policy to be kept on file in Dept.) ☐ Insurance Certificate (as per contract)  
☐ City Business License ☐ If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: [Signature]

Funds are available in the appropriate budget account

Accountant [Signature]  
Signature

8/24/13  
Date

Department Head [Signature]  
Signature

7/10/13  
Date

Other \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Other \_\_\_\_\_  
Signature

BB  
Date

### Distribution List

|  |  |
|--|--|
| Contractor E-mail:   | Contract Accounting: <u>mlesesne@spokanecity.org</u> |
| Dept. Contact E-mail: <u>agolden, achirowamangu, ccortright, jfranklin</u> | Taxes and Licenses                                   |
|  | <u>BBurns</u>  |
|  |  |

City Clerk's No. OPR 2013-0071  
County Resolution No. 13-0188  
↳ 13-0737

AMENDMENT  
TO  
INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES

THIS INTERLOCAL AGREEMENT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE COUNTY, a political subdivision of the State of Washington, whose address is 1116 West Broadway Avenue, Spokane, Washington 99260, as "County."

WHEREAS, the parties entered into an interlocal agreement wherein the County agreed to provide the City with Crime Check Services relative to the County-wide 911 emergency communication system; and

WHEREAS, effective July 1, 2013, the County will no longer taking vehicle theft reports for the City; -- Now, Therefore,

The Parties agree as follows:

1. DOCUMENTS. The interlocal agreement dated February 19, 2013, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This contract amendment shall become effective July 1, 2013.
3. AMENDMENT. Section 2 of the contract documents is amended to read as follows:

**SECTION NO. 2. SCOPE OF SERVICES**

The County through the 911/Emergency Communications Department shall provide Crime Check services for the City of Spokane Police Department (hereinafter referred to as "City Police Department").

For the purpose of this Agreement, the terminology Crime Check Services shall mean receiving telephone calls from City of Spokane residents and taking appropriate action, such as but not limited to: entering received reports into computerized systems maintained jointly by the Spokane County Sheriff and the Spokane Police Department, creating a computer aided dispatch screen for police response, taking law enforcement information or other similar information or other similar instances. Provided, that as of July 1, 2013, Crime Check Services shall not include Vehicle

Theft Reports within the City of Spokane Police Department.

Crime Check Services will be provided under the terms of this Agreement three hundred sixty five (365) days per year, twenty four (24) hours a day, inclusive of legal holidays.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by the field supervisor or radio supervisor. The City of Spokane Police Department may also request that callers requesting service be advised to call back when services may be delayed or cancelled due to situations affected by significant field operations. In these cases, the 911 Supervisor shall be advise of such conditions(s) either via e-mail or a CAD call back addressed to the Duty Supervisor or the designated supervisor work station.

4. AMENDMENT. Section 4 of the contract documents is amended to read as follows:

**SECTION NO. 4: COMPENSATION**

The City shall pay the County an amount not to exceed (~~SIX HUNDRED FIFTY FIVE THOUSAND AND NINE HUNDRED DOLLARS (\$655,900.00))~~ SIX HUNDRED TWENTY FOUR THOUSAND SIX HUNDRED FIFTY DOLLARS \$624,650.00 for all services rendered under this Agreement for the 2013 calendar year. Of this amount, FIVE HUNDRED NINETY THREE THOUSAND FOUR HUNDRED DOLLARS (\$593,400.00) is the base fee and (~~SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00))~~ THIRTY ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$31,250.00) is the fee for auto theft reports through June 30, 2013. The Spokane County 911/Emergency Communications Director determined the budget and staffing levels needed to provide Crime Check Services. The allocation of costs for the base budget (not including the 1/10<sup>th</sup> of 1 percent Emergency Communications Sales and Use Tax) are sixty four (64) percent to the CITY, plus a fee for auto theft reports and thirty six (36) percent to the Sheriff. The CITY's allocation equates to (~~(\$655,900.00))~~ \$624,650.00 and the Sheriff's allocation equates to \$324,516.00.

The Emergency Communications Sales and Use tax shall support the remainder of the Crime Check budget. The amount for 2013 services is (~~(ONE MILLION, TWO HUNDRED AND FIFTY SEVEN THOUSAND AND NINETY SIX DOLLARS (\$1,257,096.00))~~) ONE MILLION TWO HUNDRED EIGHTY EIGHT THOUSAND THREE HUNDRED FORTY SEVEN DOLLARS (\$1,288,347.00).

7-9-13

Dated: 7/10/13



CITY OF SPOKANE

By: [Signature]

Title: Chief of Police

Attest:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney

Dated: 8/13/2013



BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON

[Signature]  
Shelly O'Quinn, Chair

ATTEST:

[Signature]  
Daniela Erickson  
Clerk of the Board

[Signature]  
Al French, Vice-Chair

Absent  
Todd Mielke, Commissioner

2012



# Agenda Sheet for City Council Meeting of:

02/04/2013

|                       |               |
|-----------------------|---------------|
| <b>Date Rec'd</b>     | 1/23/2013     |
| <b>Clerk's File #</b> | OPR 2013-0071 |
| <b>Renews #</b>       |               |
| <b>Cross Ref #</b>    | OPR 2011-0982 |
| <b>Project #</b>      |               |
| <b>Bid #</b>          |               |
| <b>Requisition #</b>  | CR 13109      |

|                           |   |
|---------------------------|---|
| <b>Submitting Dept</b>    | POLICE                                  |
| <b>Contact Name/Phone</b> | CRAIG MEIDL 625-4117                    |
| <b>Contact E-Mail</b>     | CMEIDL@SPOKANEPOLICE.ORG                |
| <b>Agenda Item Type</b>   | Contract Item                           |
| <b>Agenda Item Name</b>   | 0680 - CRIME CHECK INTERLOCAL AGREEMENT |

## Agenda Wording

Interlocal agreement between the City of Spokane and Spokane County to provide the City with Crime Check services relative to the County wide 911 Emergency Communications System. The contract amount shall not exceed \$655,900.00.

## Summary (Background)

The County, through the Emergency Communication Department shall provide Crime Check services to the City of Spokane, 365 days per year, inclusive of the legal holidays. The contract shall begin on January 1, 2013 through to December 31, 2013. The allocation of costs for the base budget is 64% to the City and 36% to the Sheriff. The City's allocation equates to \$655,900.00 of which \$593,400 is the base fee and \$62,500 is the fee for auto theft reports. The Sheriff's allocation is \$324,516.

## Fiscal Impact

Expense \$ 655,900.00

Select \$

Select \$

Select \$

## Budget Account

# 0680-11100-28100-55101

#

#

#

## Approvals

|                  |              |
|------------------|--------------|
| <b>Dept Head</b> | MEIDL, CRAIG |
|------------------|--------------|

|                          |  |
|--------------------------|--|
| <b>Division Director</b> |  |
|--------------------------|--|

|                |                  |
|----------------|------------------|
| <b>Finance</b> | LESESNE, MICHELE |
|----------------|------------------|

|              |                |
|--------------|----------------|
| <b>Legal</b> | BURNS, BARBARA |
|--------------|----------------|

|                      |                  |
|----------------------|------------------|
| <b>For the Mayor</b> | SANDERS, THERESA |
|----------------------|------------------|

## Council Notifications

|                      |                  |
|----------------------|------------------|
| <b>Study Session</b> | FINANCE 1/9/2013 |
|----------------------|------------------|

|              |  |
|--------------|--|
| <b>Other</b> |  |
|--------------|--|

## Distribution List

achirowamangu

ewade

kclaar

agolden

mlesense

ccortright

## Additional Approvals

|                   |  |
|-------------------|--|
| <b>Purchasing</b> |  |
|-------------------|--|

APPROVED BY SPOKANE CITY COUNCIL ON

2/4/2013  
  
 SPOKANE CITY CLERK

**Briefing Paper  
City of Spokane  
Interlocal Agreement for Crime Check Services  
Finance Committee  
January 09, 2013**

---

**Subject**

Interlocal Agreement - City/County Spokane Crime Reporting Center for \$655,900.00. The contract is increasing by 3%, plus an additional \$62,500.00 for the processing of auto theft reports. The interlocal will be effective January 1, 2013 – December 31, 2013.

**Background**

The allocation of costs for the base budget (not including the 1/10th of 1 percent Emergency Communications Sales and Use Tax) are sixty four(64) percent to the CITY, plus a fee for auto theft reports and thirty six (36) percent to the Sheriff. The City's allocation equates to \$655,900.00 and the Sheriff's allocation equates to \$324,516.00. Of the City's amount, \$593,400.00 is the base fee and \$62,500.00 is the fee for auto theft reports.

**Impact**

This interlocal is a renewal of the current contract.

**Action**

Approval.

**Funding**

General Fund

**INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES**  
**(January 1, 2013 – December 31, 2013)**  
**13 - 0188**

**THIS AGREEMENT** is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," and **SPOKANE COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County", jointly hereinafter referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the Spokane County 911/ Emergency Communications Department will provide Crime Check Services for the City in calendar year 2013.

**NOW THEREFORE**, the Parties agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is for the County to provide the City with Crime Check Services relative to the County-wide 911 emergency communication system.

**SECTION NO. 2. SCOPE OF SERVICES**

The County through the Spokane County 911/Emergency Communications Department shall provide Crime Check services for the City of Spokane Police Department (hereinafter referred to as "City Police Department").

For the purpose of this Agreement, the terminology Crime Check Services shall mean receiving telephone calls from City of Spokane residents and taking appropriate action, such as but not limited to: entering received reports into computerized systems maintained jointly by the Spokane County Sheriff and the Spokane Police Department, creating a computer aided dispatch screen for police

response, taking and in some cases making return calls associated with law enforcement information or other similar instances.

The City Police Department may request that Crime Check Services be expanded. If Crime Check Services are expanded there may be an additional charge for the expanded services. Prior to providing such expanded Crime Check Services, the Parties shall meet and mutually agree on the charges, if any.

Crime Check Services will be provided under the terms of this Agreement three hundred sixty five (365) days per year, twenty four (24) hours a day, inclusive of legal holidays.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by the field supervisor or radio supervisor. The City of Spokane Police Department may also request that callers requesting service be advised initially to call back when services may be delayed or cancelled due to situations affected by significant field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) either via e-mail or a CAD call back addressed to the Duty Supervisor or the designated supervisor work station.

### **SECTION NO. 3: DURATION**

This Agreement shall be effective on January 1, 2013 and run through December 31, 2013. Either Party may terminate this Agreement at any time upon sixty (60) days written notice.

### **SECTION NO. 4: COMPENSATION**

The City shall pay the County an amount not to exceed SIX HUNDRED FIFTY FIVE THOUSAND AND NINE HUNDRED DOLLARS (\$655,900.00) for all services rendered under this Agreement for the 2013 calendar year. Of this amount, FIVE HUNDRED NINETY THREE THOUSAND FOUR HUNDRED DOLLARS (\$593,400.00) is the base fee and SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00) is the fee for auto theft reports. The Spokane County 911/Emergency Communications Director determined the budget and staffing levels needed to provide Crime Check Services. The allocation of costs for the base budget (not including the 1/10<sup>th</sup> of 1 percent Emergency Communications Sales and Use Tax) are sixty four (64) percent to the CITY, plus a fee for auto theft reports and thirty six (36) percent to the Sheriff. The CITY's allocation equates to \$655,900.00 and the Sheriff's allocation equates to \$324,516.00.

The Emergency Communications Sales and Use tax shall support the remainder of the Crime Check budget. The amount for 2013 services is ONE MILLION, TWO HUNDRED AND FIFTY SEVEN THOUSAND AND NINETY SIX DOLLARS (\$1,257,096.00).



#### **SECTION NO. 5. PAYMENT**

The City shall pay in advance of receipt of Services. The Spokane County / Emergency Communications Department shall bill the City for the cost of Services monthly in advance by the fifteenth (15<sup>th</sup>) of the month of the following month's Service. For example, billing for January 2013 will be on or before December 15, 2012 and the billing for February 2013 will be on or before January 15, 2013. Monthly payments will be calculated by dividing the City's not to exceed annual cost as set forth in Section No. 2 by twelve (12).

The Payments by City will be due by the fifth (5th) day of the following month. For example, the billing for January 2013 will be on or before December 15, 2013 and the City payment will be due on or before January 5, 2013. All billings will be electronically delivered to the City of Spokane Police Department's Accounting Clerk having an office in the Spokane City-County Public Safety Building at 1100 West Mallon Avenue, Spokane, Washington. Electronic delivery will be evidenced by a date-stamped email and read receipt. Payment shall be made regardless of any dispute. At the sole option of the County, any payment not made when due may bear interest at a rate equal to lost interest earnings had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding month. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

#### **SECTION NO. 6: FINANCING**

Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes affecting this Agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

#### **SECTION NO. 7: RECORDS**

The County shall maintain all records related to its performance of the Agreement in accordance with state law. The County shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

#### **SECTION NO. 8. RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

## **SECTION NO. 9: LIABILITY**

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in or cancellation of police response due to circumstances identified by the field supervisor or radio supervisor ("Circumstance #1). The City of Spokane Police Department may also request that callers requesting service be advised initially to call back when services may be delayed or cancelled due to situations effected by significant field operations. ("Circumstance #2). The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency 911/Communications Department and its employees for following the requests of the City of Spokane Police Department under Circumstance #1 and Circumstance #2 above as agreed to by the Parties in that document entitled "MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY (January 1, 2013)" attached to this Agreement as Exhibit "A".

Other than the agreement regarding indemnity between the Parties in Exhibit "A" above, if the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

#### **SECTION NO. 10: NOTICES**

All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: City of Spokane Chief of Police or designee  
Spokane Police Department  
1100 West Mallon Avenue  
Spokane, Washington 99260

COUNTY: Board of County Commissioners  
1116 West Broadway Avenue  
Spokane, Washington 99260  
  
Spokane County Emergency Communications (911) Director  
1620 North Rebecca Street  
Spokane, Washington 99217

#### **SECTION NO. 11: INSURANCE**

During the term of the Agreement, the County and the City shall each procure and maintain in force the following insurance coverage:

a. GENERAL LIABILITY INSURANCE: General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

b. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that the other Party, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically "Named Insured" for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Agency Name, Its Officers, Agents And Employees Are Named Insured."

c. AUTOMOBILE INSURANCE: Comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. The policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to the other Party.

d. **WORKERS COMPENSATION:** Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;

e. **PROFESSIONAL LIABILITY INSURANCE:** Errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00. The coverage must remain in effect for two (2) years after the Agreement is complete.

#### **SECTION 12: ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

#### **SECTION NO. 13: MISCELLANEOUS**

A. **NON-WAIVER**

No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.

B. **HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

C. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either Party to sign this Agreement.

D. **MODIFICATION**

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

E. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract its interests in this Agreement without the written approval of the other Party.

F. SEVERABILITY

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

G. COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

H. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharges veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

I. VENUE

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

J. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES.**

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or list the Agreement by subject on the County's web site or other electronically retrievable public source.

F. FINANCING.

See Section 6 above.

G. TERMINATION.

See provision 3 above.

H. PROPERTY UPON TERMINATION.

Title to all property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of this Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: Feb. 19, 2013

BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON



Shelley O'Quinn  
Shelley O'Quinn, Chair

Al French  
Al French, Vice-Chair

Todd Mielke  
Todd Mielke, Commissioner

ATTEST:  
CLERK OF THE BOARD

Daniela Erickson  
Daniela Erickson 13-0188

DATED: 2-19-13

CITY OF SPOKANE

By: David A. Condon  
David A. Condon  
Mayor  
City of Spokane

Attest:

Approved as to form:

Jim Hoffman  
City Clerk

SB Burns  
Assistant City Attorney

Reviewed as to content this 26<sup>th</sup> day of February 2013

By: [Signature]  
Emergency Services Communication Board Chairperson



"Exhibit A"

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SPOKANE AND SPOKANE COUNTY

January 1, 2013

The City of Spokane and Spokane County agree to the attached procedure for management of incoming calls for police services during times of unanticipated activity or incidents that have resulted in extended law enforcement involvement.

Per the attached procedure, the City of Spokane Police Department may request that Crime Check Services/employees advise or recall callers of a delay or cancellation in police response due to circumstances identified by a Spokane Police Department supervisor. The City of Spokane Police Department may also request that callers requesting service be advised or called back should there be a situation of significant field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) via e-mail or a call back via CAD addressed to the Duty Supervisor or the designated supervisor workstation. The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency Communications Department and its employees for following the written direction of the City of Spokane Police Department.

This Memorandum of Understanding serves as Exhibit A to the 2013 Crime Check Services Interlocal Agreement.



Spokane County 911  
Procedure for Call Management  
During periods of increased Law Enforcement Workload

Activation Requirements - Law Enforcement Dispatch Supervisor will send either an email or CAD callback notification to the 911 Duty Supervisor notifying of a request for Tier 1 or Tier 2 activation. The notification shall include the Law Enforcement Shift Commander's name and the name of the supervisor requesting the activation. Upon receipt of the request, 911 Supervisor will notify Call Receivers of the Law Enforcement activation and Call Receivers will process calls as outlined below. When Law Enforcement Shift Commander determines that an altered level of service is no longer needed, Dispatch Supervisor will send a follow up email or CAD call back to the 911 Duty Supervisor or the designated supervisor work station notifying of the cancellation of the Tier activation. Included will be the names of the cancelling Law Enforcement Shift Commander and the name of the supervisor requesting the cancellation.

**Tier 1 Activation** – For use during active incidents requiring an extended law enforcement involvement. (Examples: Active hostage situations, Ice storm, fire storm etc...)

- When this level of activation is requested, the request needs to include an approximate ending time
- For calls with the Priority 3 or lower, 911 will advise the caller or call back the caller to notify them that (SPD or SCSO) is currently involved in a priority incident and has requested that callers call back at the predetermined time to request contact/report their incident or that police response to their call has been cancelled. Crime Check will offer to take the report via telephone.
- When Law Enforcement Shift Commander or his/her designee requests the activation be cancelled, the Dispatch Supervisor will send either an email or CAD call back notification to the 911 Supervisor.

**Tier 2 Activation** – For use during times when Dispatch and Law Enforcement Field Officers are experiencing an increased workload, but the spike of activity is only expected to last for a short duration.

- 911 will continue to enter all Cad Incidents
- 911 will advise callers that their request has been forwarded to Law Enforcement Dispatch but that (SPD/SCSO) has requested Crime Check advise callers that their request for service would be delayed indefinitely

NO. 13-0188

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL )  
AGREEMENT BETWEEN THE CITY OF SPOKANE ) **RESOLUTION**  
AND THE COUNTY OF SPOKANE IN CONJUNCTION )  
WITH CRIME CHECK SERVICES )  
[JANUARY 1, 2013 – DECEMBER 31, 2013] )

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of county property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 36.28 RCW, the Spokane County Sheriff is the chief executive officer and conservator of the peace of the County; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and the City of Spokane desire to provide Crime Check Services for the City of Spokane in calendar year 2013 under the County's Emergency Communications Department.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES (January 1, 2013 - December 31, 2013)" pursuant to which, under certain terms and conditions, Spokane County, through the Emergency Communications Department shall provide Crime Check Services for the City of Spokane Police Department three hundred sixty-five (365) days per year, twenty-four (24) hours a day, inclusive of legal holidays and such other conditions as further described in Attachment "A", attached hereto and incorporated herein by reference. Such agreement shall commence on January 1, 2013, and run through December 31, 2013. The City of Spokane shall pay Spokane County an amount not to exceed SIX HUNDRED FIFTY-FIVE THOUSAND NINE HUNDRED DOLLARS and NO/100 DOLLARS (\$655,900.00) for services described in Attachment "A".

**ADOPTED** by the Board of County Commissioners of Spokane County, Washington this 19<sup>th</sup> day of February 2013.



ATTEST:


*Daniela Erickson*  
Daniela Erickson, Clerk of the Board

*Shelly O'Quinn*  
SHELLY O'QUINN, CHAIR

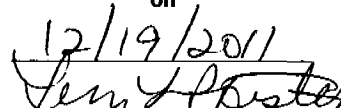
*Al French*  
AL FRENCH, VICE CHAIR

*Todd Mielke*  
TODD MIELKE, COMMISSIONER

02/13/12  
683

|   |   |   |
|---|---|---|
|  <b>Agenda Sheet for City Council Meeting of:</b><br>12/19/2011  |   | <b>Date Rec'd</b><br>12/5/2011                              |
|   |   | <b>Clerk's File #</b><br>OPR 2011-0982                      |
|   |   | <b>Renews #</b><br>OPR 2011-0045                            |
| <b>Submitting Dept</b>  | POLICE  | <b>Cross Ref #</b>  |
| <b>Contact Name/Phone</b>   | SCOTT 625-4109<br>STEPHENS                    | <b>Project #</b>  |
| <b>Contact E-Mail</b>   | SSTEPHENS@SPOKANEPOLICE.ORG                   | <b>Bid #</b>  |
| <b>Agenda Item Type</b>   | Contract Item                                 | <b>Requisition #</b>  |
| <b>Agenda Item Name</b>   | 0680-INTERLOCAL AGREEMENT-SPOKANE CRIME CHECK |   |
| <b>Agenda Wording</b><br>Interlocal agreement between the City of Spokane and Spokane County to provide the City with Crime Check services relative to the County wide 911 Emergency Communications System. The city shall pay the County an amount not to exceed \$585,118.00.   |   |   |
| <b>Summary (Background)</b><br>The County, through the Emergency Communications Department, shall provide Crime Check services to the City of Spokane 365 days per year, inclusive of the legal holidays effective January 1, 2012 through December 31, 2012. The allocation of costs for the base budget (not including the 1/10th of 1 percent Emergency Communications Sales and Use Tax) is 66% to the City and 34% to the County. The City's allocation equates to \$585,118.00 and the County's allocation is \$315,064.00. |   |   |
| <b>Fiscal Impact</b>  |   | <b>Budget Account</b>                                       |
| Expense   | \$ 585,118.00                                 | # 0680-11100-28100-55101                                    |
| Select  | \$  | #   |
| Select  | \$  | #   |
| Select  | \$  | #   |
| <b>Approvals</b>  |   | <b>Council Notifications</b>                                |
| <b>Dept Head</b>  | MEIDL, CRAIG                                  | <b>Study Session</b><br>Public Safety Committee<br>12/19/11 |
| <b>Division Director</b>  |   | <b>Other</b>  |
| <b>Finance</b>  | LESESNE, MICHELE                              | <b>Distribution List</b>                                    |
| <b>Legal</b>  | BURNS, BARBARA                                | agolden   |
| <b>For the Mayor</b>  | WEBSTER, DOROTHY                              | ewade   |
| <b>Additional Approvals</b>   |   | achirowamangu   |
| <b>Purchasing</b>   |   | mkurtz  |
|   |   | amccormick@spokanecounty.org                                |
|   |   | lmizell@spokanecounty.org                                   |
|   |   | jemacio@spokanecounty.org                                   |

APPROVED BY SPOKANE CITY COUNCIL

on  
 12/19/2011  
  
 SPOKANE CITY CLERK

No. 12-0059

This is to Certify this is a true and  
correct copy of the original document  
NO. 12-0059 on file in the County  
Commissioners minutes of 1/17/12  
dated this 15<sup>th</sup> day of Feb 2012  
BY: Daniela Erickson  
CLERK OF THE BOARD

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL )  
AGREEMENT BETWEEN THE CITY OF SPOKANE )  
AND THE COUNTY OF SPOKANE IN CONJUNCTION )  
WITH CRIME CHECK SERVICES )  
[JANUARY 1, 2012 – DECEMBER 31, 2012] )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of county property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 36.28 RCW, the Spokane County Sheriff is the chief executive officer and conservator of the peace of the County; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and the City of Spokane desire to provide Crime Check Services for the City of Spokane in calendar year 2012 under the County's Emergency Communications Department.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES (January 1, 2012 - December 31, 2012)" pursuant to which, under certain terms and conditions, Spokane County, through the Emergency Communications Department shall provide Crime Check Services for the City of Spokane Police Department three hundred sixty-five (365) days per year, twenty-four (24) hours a day, inclusive of legal holidays and such other conditions as further described in Attachment "1", attached hereto and incorporated herein by reference. Such agreement shall commence on January 1, 2012, and run through December 31, 2012. The City of Spokane shall pay Spokane County an amount not to exceed FIVE HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED EIGHTEEN DOLLARS and NO/100 DOLLARS (\$585,118.00) for services described in Attachment "1".

**ADOPTED** by the Board of County Commissioners of Spokane County, Washington this 17<sup>th</sup> day of January, 2012.



ATTEST:

*Daniela Erickson*  
Daniela Erickson, Clerk of the Board

*Todd Mielke*  
Todd Mielke, Chair

*Mark Richard*  
Mark Richard, Vice-Chair

*Absent*  
Al French, Commissioner

**RECEIVED**

**FEB 03 2012**

**CITY CLERK'S OFFICE  
SPOKANE, WA**

CITY CLERK FILE # OPR 2011-0982

**INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES**

**(January 1, 2012 – December 31, 2012)**

*12 - 0059*

**THIS AGREEMENT** is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," and **SPOKANE COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County", jointly hereinafter referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

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The Parties agree as follows:

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The purpose of this Agreement is for the County to provide the City with Crime Check Services relative to the County-wide 911 emergency communication system.

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The County through the Emergency Communications Department shall provide Crime Check services for the City of Spokane Police Department (hereinafter referred to as "City Police Department").

For the purpose of this Agreement, the terminology Crime Check Services shall mean receiving telephone calls from City of Spokane residents and taking appropriate action, such as but not limited to: entering received reports into computerized systems maintained jointly by the Spokane County Sheriff and the Spokane Police Department, creating a computer aided dispatch

screen for police response, taking and in some cases making return calls associated with law enforcement information or other similar instances.

Crime Check Services will be provided under the terms of this Agreement three hundred sixty five (365) days per year, twenty four (24) hours a day, inclusive of legal holidays.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by the field supervisor or radio supervisor. The City of Spokane Police Department may also request that callers requesting service be advised initially or called back when services may be delayed or cancelled due to situations affected by significant field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) either via e-mail or a CAD call back addressed to the Duty Supervisor or the designated supervisor work station.

### **SECTION NO. 3: DURATION**

This Agreement shall be effective on January 1, 2012 and run through December 31, 2012. Either Party may terminate this Agreement at any time upon sixty (60) days written notice.

### **SECTION NO. 4: COMPENSATION**

The City shall pay the County an amount not to exceed FIVE HUNDRED EIGHTY FIVE THOUSAND ONE HUNDRED EIGHTEEN DOLLARS AND NO/100 DOLLARS (\$585,118) for all services rendered under this Agreement for the 2012 calendar year. The Emergency Communications Director determined the budget and staffing levels needed to provide Crime Check Services. The allocation of costs for the base budget (not including the 1/10<sup>th</sup> of 1 percent Emergency Communications Sales and Use Tax) are sixty six (66) percent to the CITY and thirty four (34) percent to the Sheriff. The CITY's allocation equates to \$585,118 and the Sheriff's allocation equates to \$315,064.

The Emergency Communications Sales and Use tax shall support the remainder of the Crime Check budget. The amount for 2012 services is ONE MILLION, THREE HUNDRED AND SIXTY FIVE THOUSAND and FIVE HUNDRED FOURTEEN and NO/100 DOLLARS (\$1,365,514.00).

### **SECTION NO. 5. PAYMENT**

The County shall bill the City for the cost of Services monthly by the fifteenth (15th) of the month. Monthly payments will be initially calculated by dividing the City's not to exceed annual cost as set forth in Section No. 2 by twelve (12).

The Payments by City will be due by the fifth (5th) day of the following month. All billings will be electronically delivered to the City of Spokane Police Department's Accounting Clerk having an office in the Spokane City-County Public Safety Building at 1100 West Mallon Avenue,

Spokane, Washington. Electronic delivery will be evidenced by a date-stamped email and read receipt. Payment shall be made regardless of any dispute. At the sole option of the County, any payment not made when due may bear interest at a rate equal to lost interest earnings had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding month. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

#### **SECTION NO. 6: FINANCING**

Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes affecting this Agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

#### **SECTION NO. 7: RECORDS**

The County shall maintain all records related to its performance of the Agreement in accordance with state law. The County shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

#### **SECTION NO. 8. RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

#### **SECTION NO. 9: LIABILITY**

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

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The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in or cancellation of police response due to circumstances identified by the field supervisor or radio supervisor. The City of Spokane Police Department may also request that callers requesting service be advised initially or called back when services may be delayed or cancelled due to situations effected by significant field operations. The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency Communications Department and its employees for following the written direction of the City of Spokane Police Department requesting either Crime Check to call or notify callers to call back when there will be a delayed or cancelled as agreed to by the Parties in that document entitled "MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY (January 1, 2012)" attached to this Agreement as Exhibit "A".

Other than the agreement regarding indemnity between the Parties in Exhibit "A" above, if the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

#### **SECTION NO. 10: NOTICES**

All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: City of Spokane Chief of Police or designee  
Spokane Police Department  
1100 West Mallon Avenue  
Spokane, Washington 99260

COUNTY: Board of County Commissioners  
1116 West Broadway Avenue  
Spokane, Washington 99260



Spokane County Emergency Communications (911) Director  
1620 North Rebecca Street  
Spokane, Washington 99217

#### **SECTION NO. 11: INSURANCE**

During the term of the Agreement, the County and the City shall each procure and maintain in force the following insurance coverage:

a. **GENERAL LIABILITY INSURANCE:** General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

b. **ADDITIONAL INSURED ENDORSEMENT:** General Liability Insurance must state that the other Party, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically "Named Insured" for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Agency Name, Its Officers, Agents And Employees Are Named Insured."

c. **AUTOMOBILE INSURANCE:** Comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. The policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to the other Party.

d. **WORKERS COMPENSATION:** Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;

e. **PROFESSIONAL LIABILITY INSURANCE:** Errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00. The coverage must remain in effect for two (2) years after the Agreement is complete.

#### **SECTION 12: ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

## **SECTION NO. 13: MISCELLANEOUS**

### **A. NON-WAIVER.**

No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.

### **B. HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

### **C. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either Party to sign this Agreement.

### **D. MODIFICATION**

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

### **E. ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract its interests in this Agreement without the written approval of the other Party.

### **F. SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

### **G. COMPLIANCE WITH LAWS**

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

### **H. NON-DISCRIMINATION**

No individual shall be excluded from participation in, denied benefit of, subjected to discrimination under, or denied employment in the administration of

or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharges veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

I. VENUE

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

J. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES.**

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or list the Agreement by subject on the County's web site or other electronically retrievable public source.

F. FINANCING

See Section 6 above.

G. TERMINATION.

See provision 3 above.

H. PROPERTY UPON TERMINATION.

Title to all property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of this Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: 1/17/2012

BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON



Todd Mielke  
TODD MIELKE, Chair  
Mark Richard  
MARK RICHARD, Vice-Chair  
Al French  
Al French, Commissioner

ATTEST:  
CLERK OF THE BOARD

Daniela Erickson  
Daniela Erickson 12-0059

DATED: 12/21/2011

CITY OF SPOKANE

By:

Rocky Mielke  
Administrative Services  
Division Director

City Administrator

Attest:

Approved as to form:

Leri H. Roberts  
City Clerk

B. Burns  
Assistant City Attorney

Reviewed as to content this 31 day of January 2012

By [Signature]  
Emergency Services Communication Board Chairperson



**"Exhibit A"**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF SPOKANE AND SPOKANE COUNTY**

**January 1, 2012**

The City of Spokane and Spokane County agree to the attached procedure for management of incoming calls for police services during times of unanticipated activity or incidents that have resulted in extended law enforcement involvement.

Per the attached procedure, the City of Spokane Police Department may request that Crime Check Services/employees advise or recall callers of a delay or cancellation in police response due to circumstances identified by a Spokane Police Department supervisor. The City of Spokane Police Department may also request that callers requesting service be advised or called back should there be a situation of significant field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) via e-mail or a call back via CAD addressed to the Duty Supervisor or the designated supervisor workstation. The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency Communications Department and its employees for following the written direction of the City of Spokane Police Department.

This Memorandum of Understanding serves as Exhibit A to the 2012 Crime Check Services Interlocal Agreement.

Spokane County 911  
Procedure for Call Management  
During periods of increased Law Enforcement Workload

Activation Requirements - Law Enforcement Dispatch Supervisor will send either an email or CAD callback notification to the 911 Duty Supervisor notifying of a request for Tier 1 or Tier 2 activation. The notification shall include the Law Enforcement Shift Commander's name and the name of the supervisor requesting the activation. Upon receipt of the request, 911 Supervisor will notify Call Receivers of the Law Enforcement activation and Call Receivers will process calls as outlined below. When Law Enforcement Shift Commander determines that an altered level of service is no longer needed, Dispatch Supervisor will send a follow up email or CAD call back to the 911 Duty Supervisor or the designated supervisor work station notifying of the cancellation of the Tier activation. Included will be the names of the cancelling Law Enforcement Shift Commander and the name of the supervisor requesting the cancellation.

**Tier 1 Activation** – For use during active incidents requiring an extended law enforcement involvement. (Examples: Active hostage situations, Ice storm, fire storm etc...)

- When this level of activation is requested, the request needs to include an approximate ending time
- For calls with the Priority 3 or lower, 911 will advise the caller or call back the caller to notify them that (SPD or SCSO) is currently involved in a priority incident and has requested that callers call back at the predetermined time to request contact/report their incident or that police response to their call has been cancelled. Crime Check will offer to take the report via telephone.
- When Law Enforcement Shift Commander or his/her designee requests the activation be cancelled, the Dispatch Supervisor will send either an email or CAD call back notification to the 911 Supervisor.

**Tier 2 Activation** – For use during times when Dispatch and Law Enforcement Field Officers are experiencing an increased workload, but the spike of activity is only expected to last for a short duration.

- 911 will continue to enter all Cad Incidents
- 911 will advise callers that their request has been forwarded to Law Enforcement Dispatch but that (SPD/SCSO) has requested Crime Check advise callers that their request for service would be delayed indefinitely



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
(509) 625-6350

\*OPR 2011-0045

February 2, 2011

**COUNCIL ACTION MEMORANDUM**

**RE: APPROVAL OF JANUARY 31, 2011, CONSENT AGENDA ITEMS**

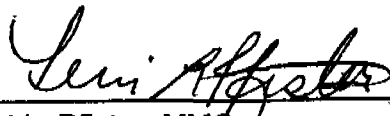
During the Spokane City Council 3:30 p.m. Administrative Session held Monday, January 31, 2011, upon consideration of the January 31 Consent Agenda, the following action was taken:

**Upon motion of Council Member McLaughlin, seconded by Council Member Waldref, City Council unanimously approved Staff Recommendations for the following:**

1. Low Bid Blanket Purchase Order meeting specifications of Western Systems (Everett, WA) for Traffic Signal Mounts—\$53,158.70 (including tax). (Various Neighborhoods) (OPR 11-42; BID 3759-10)
2. Grant Funding Agreement with Washington State Department of Ecology for construction of the Summit Boulevard and Nettleton Street Low Impact Development Project—\$342,000 Revenue. (West Central Neighborhood) (OPR 11-43, ENG 2010119)
3. Contract with Spokane Transit Authority to reduce single-occupant vehicle commute trips from January 1, 2011 through December 31, 2011—\$54,318.96. (OPR 11-44)
- ④ 4. Interlocal Agreement with Spokane County to provide the City with Crime Check services relative to the Countywide 911 Emergency Communications System from January 1, 2011 through December 31, 2011—not to exceed \$576,816. (OPR 11-45)
5. Interlocal Agreement with Spokane County for sharing of law enforcement services and use of the Public Safety Building and use of the Property Evidence Room on Gardner Avenue from January 1, 2008 through December 31, 2008—\$26,248. (OPR 11-46)



6. First of four one-year Value Blanket Renewal Options with Flint Trading, Inc. (Thomasville, NC) for Preformed Thermoplastic products at the current prices, terms, and conditions from March 1, 2011 through February 28, 2012—annual estimated expenditure of \$45,000 (including tax). (OPR 10-148; BID 3672-10)
7. Report of the Mayor of pending:
  - a. Claims and payments of previously approved obligations, including those of Parks and Library, through January 24, 2011, total \$1,353,207.29 (Warrant Nos. 421923-422062; ACH Payment Nos. 2829-2850), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$1,214,566.34. (CPR 11-02)
  - b. Payroll claims of previously approved obligations through January 22, 2011: \$5,683,908.43 (Warrant Nos. 475865-476148). (CPR 11-03)

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk



# Agenda Sheet for City Council Meeting of\*

01/31/2011

Status: CLERK REVIEW

Date Rec'd  
(Clerk use only)

01/04/2011

Clerk's File #

OPR 2011-0045

Renews #

OPR 2009-1070

Submitting Dept\*:

POLICE

Cross Ref #

Contact Name & Phone\*:

JIM NICKS

625-4026

Project #

Contact E-Mail\*

JNICKS@SPOKANEPOLICE.ORG

Bid #

Add'l Docs Attached? ☒

Contract Item

Requisition #

CR 11266

Agenda Item Name: Begin with Dept # 0680-INTERLOCAL AGREEMENT-SPOKANE COUNTY CRIME CH

Agenda Wording\*: (2 character max) ☐ Additional attached?

Interlocal Agreement between the City of Spokane and Spokane County to provide the City with Crime Check services relative to the Countywide 911 Emergency Communications System from January 1, 2011 through December 31, 2011--not to exceed \$576,816.

Summary (Background)\*: (17 character max.) ☐ Additional attached?

The County, through the Emergency Communications Department shall provide Crime Check services to the City of Spokane 365 days per year, inclusive of the legal holidays effective January 1, 2011 through December 31, 2011. The allocation of costs for the base budget (not including the 1/10th of 1 percent Emergency Communications Sales and Use Tax) 66% to the City and 34% to the Sheriff. The City's allocation equates to \$576,816.00 and the Sheriff's allocation equates to \$297,147.

Fiscal Impact

Budget Account ☐ Additional attached?

Expense \$ 576,816.00

# 0680-11100-28100-55101

Select \$

#

Select \$

#

Select \$

#

Approvals

Council Notifications (Date)

Dept Head

NICKS, JIM

Study Session

12/20/2010

Division Director

Other

Finance

LESESNE, MICHELE

Distribution List (Emails preferred) ☐ Additional?

Legal

BURNS, BARBARA

GWinkey ; JNicks ; TDaveK

For the Mayor

WEBSTER, DOROTHY

AGolden

Additional Approvals

MKurtz

Purchasing

Ewade

Select Dept 1

AMcCormick@spokanecounty.org

Select Dept 2

LMizell@spokanecounty.org

Select Dept 3

JEmacio@spokanecounty.org

Save

Cancel

View Related Documents

Return to: Clerk of the Board  
Spokane County  
1116 West Broadway Avenue  
Spokane, WA 99260

11-0149

**INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES**

(January 1, 2011 – December 31, 2011)

OPR 2011-0045

**THIS AGREEMENT** is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," and **SPOKANE COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County", jointly hereinafter referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the County's Emergency Communications Department will provide Crime Check Services for the City in calendar year 2011. - **NOW THEREFORE**,

The Parties agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is for the County to provide the City with Crime Check Services relative to the County-wide 911 emergency communication system.

## **SECTION NO. 2. SCOPE OF SERVICES**

The County through the Emergency Communications Department shall provide Crime Check services for the City of Spokane Police Department (hereinafter referred to as "City Police Department").

For the purpose of this Agreement, the terminology Crime Check Services shall mean receiving telephone calls from City of Spokane residents and taking appropriate action, such as, but not limited to: entering received reports into computerized systems maintained jointly by the Spokane County Sheriff and the Spokane Police Department, creating a computer aided dispatch screen for police response, taking and in some cases making return calls associated with law enforcement information or other similar instances.

Crime Check Services will be provided under the terms of this Agreement three hundred sixty five (365) days per year, twenty four (24) hours a day, inclusive of legal holidays.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by either a field supervisor or radio supervisor. The City of Spokane Police Department may also request that callers be advised initially or called back when services may be delayed or cancelled due to situations affected by significant field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) either via e-mail or a CAD call back addressed to the Duty Supervisor or the designated supervisor work station.

## **SECTION NO. 3: DURATION**

This Agreement shall be effective on January 1, 2011 and run through December 31, 2011. Either Party may terminate this Agreement at any time upon sixty (60) days written notice.

## **SECTION NO. 4: COMPENSATION**

The City shall pay the County an amount not to exceed FIVE HUNDRED SEVENTY SIX THOUSAND, AND EIGHT HUNDRED AND SIXTEEN DOLLARS AND NO/100 DOLLARS (\$576,816.00) for all services rendered under this Agreement for the 2011 calendar year. The Emergency Communications Director determined the budget and staffing levels needed to provide Crime Check Services. The allocation of costs for the base budget (not including the 1/10<sup>th</sup> of 1 percent Emergency Communications Sales and Use Tax) are sixty six (66) percent to the CITY and thirty four (34) percent to the Sheriff. The CITY's allocation equates to \$576,816.00 and the Sheriff's allocation equates to \$297,147.00

The Emergency Communications Sales and Use tax shall support the remainder of the Crime Check budget. The amount for 2011 services is ONE MILLION, SIXTY THREE THOUSAND and EIGHT HUNDRED AND TWENTY SEVEN DOLLARS and NO/100 DOLLARS (\$1,063,827.00)

#### **SECTION NO. 5. PAYMENT**

The County shall bill the City for the cost of Services monthly by the fifteenth (15th) of the month. Monthly payments will be initially calculated by dividing the City's not to exceed annual cost as set forth in Section No. 2 by twelve (12).

The Payments by City will be due by the fifth (5th) day of the following month. All billings will be personally delivered to the City of Spokane Police Department's Accounting Clerk having an office in the Spokane City-County Public Safety Building at 1100 West Mallon Avenue, Spokane, Washington. Personal delivery will be evidenced by a date-stamped and initialed photocopy of the billing face sheet. Payment shall be made regardless of any dispute. At the sole option of the County, any payment not made when due may bear interest at a rate equal to lost interest earnings had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding month. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

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Other than the agreement regarding indemnity between the parties in Exhibit "A" above, if the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

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worker's compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;

e. PROFESSIONAL LIABILITY INSURANCE: Errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00. The coverage must remain in effect for two (2) years after the Agreement is complete.

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This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract its interests in this Agreement without the written approval of the other Party.



F. SEVERABILITY

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

G. COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

H. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharges veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

I. VENUE

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

J. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES.**

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or list the Agreement by subject on the County's web site or other electronically retrievable public source.

F. FINANCING.

See Section 6 above.

G. TERMINATION.

See provision 3 above.

H. PROPERTY UPON TERMINATION.

Title to all property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of this Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: 2-15-11

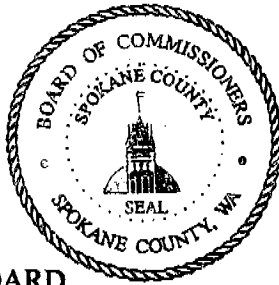
BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON



Al French, Chair



Todd Mielke, Vice-Chair



Mark Richard  
Mark Richard, Commissioner

ATTEST:  
CLERK OF THE BOARD

Daniela Erickson  
Daniela Erickson

Approved as to form:

James M. ...  
Deputy Prosecuting Attorney

DATED: \_\_\_\_\_

CITY OF SPOKANE

By: [Signature]  
City Administrator

Attest: [Signature]  
City Clerk

Approved as to form:  
[Signature]  
Assistant City Attorney 1-10-11

Reviewed as to content this \_\_\_\_ day of \_\_\_\_\_ 2011.

By JEFF SALE  
Emergency Services Communication Board Chairperson

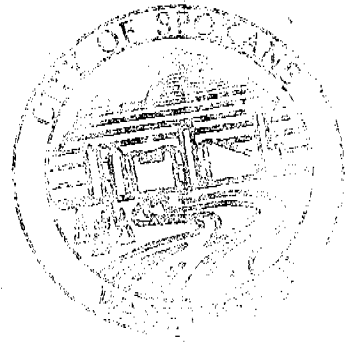


EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SPOKANE AND SPOKANE COUNTY

January 1, 2011

The City of Spokane and Spokane County agree to the attached procedure for management of incoming calls for police services during times of unanticipated activity or incidents that have resulted in extended law enforcement involvement.

Per the attached procedure, the City of Spokane Police Department may request that Crime Check Services/employees advise or re-call callers advising of a delay or cancellation in police response due to circumstances identified by a Spokane Police Department supervisor. The City of Spokane Police Department may also request that callers requesting service be advised or called back should there be a situation of significant field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) via either e-mail or a call back via CAD addressed to the Duty Supervisor or the designated supervisor workstation. The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency Communications Department and its employees for following the written direction of the City of Spokane Police Department.


This Memorandum of Understanding serves as Attachment A to the Crime Check Services Interlocal Agreement, dated

Signed:

For Spokane Police Department:

  
Date 3-1-2011

For Spokane County:

  
Date 3/2/2011

**Spokane County 911  
Procedure for Call Management  
During periods of increased Law Enforcement Workload**

**Activation Requirements** - Law Enforcement Dispatch Supervisor will send either an email or CAD callback notification to the 911 Duty Supervisor notifying of a request for a Tier 1 or Tier 2 activation. The notification shall include the Law Enforcement Shift Commander's name and the name of the supervisor requesting the activation. Upon receipt of the request, 911 Supervisor will notify Call Receivers of the Law Enforcement activation and Call Receivers will process calls as outlined below. When Law Enforcement Shift Commander determines that an altered level of service is no longer needed, Dispatch Supervisor will send a follow up email or a CAD call back to the 911 Duty Supervisor or the designated supervisor work station notifying of the cancellation of the Tier activation. Included will be the names of the cancelling Law Enforcement Shift Commander and the name of the supervisor requesting the cancellation.

**Tier 1 Activation** – For use during active incidents requiring an extended law enforcement involvement. (Examples: Active hostage situations, Ice storm, fire storm etc...)

- When this level of activation is requested, the request needs to include an approximate ending time
- For calls with the Priority 3 or lower, 911 will advise the caller or call back the caller to notify them that (SPD or SCSO) is currently involved in a priority incident and has requested that callers call back at the predetermined time to request contact/report their incident or that police response to their call has been cancelled. Crime Check will offer to take the report via telephone.
- When Law Enforcement Shift Commander or his/her designee requests the activation be cancelled, the Dispatch Supervisor will send either an email or CAD call back notification to the 911 Supervisor.

**Tier 2 Activation** – For use during times when Dispatch and Law Enforcement Field Officers are experiencing an increased workload, but the spike of activity is only expected to last for a short duration.

- 911 will continue to enter all Cad Incidents
- 911 will advise callers that their request has been forwarded to Law Enforcement Dispatch but that (SPD/SCSO) has requested we advise callers that their request for service may be delayed indefinitely

NO. 11-0149

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

RECEIVED  
MAR 18 2011  
CITY CLERK'S OFFICE  
SPOKANE, WA

IN THE MATTER OF EXECUTING AN )  
AGREEMENT BETWEEN THE CITY )  
OF SPOKANE AND THE COUNTY OF )  
SPOKANE IN CONJUNCTION WITH CRIME )  
CHECK SERVICES )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (sometimes hereinafter referred to as the "Board") has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 36.28 RCW, the Spokane County Sheriff is the chief executive officer and conservator of the peace of the County; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and the City of Spokane desire to provide Crime Check Services for the City of Spokane in calendar year 2011 under the County's Emergency Communications Department.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES (January 1, 2011 - December 31, 2011)" pursuant to which under certain terms and conditions, Spokane County, through the Emergency Communications Department shall provide Crime Check Services for the City of Spokane Police Department three hundred sixty-five (365) days per year, twenty-four (24) hours a day, inclusive of legal holidays and such other conditions as further described in Attachment "1" attached hereto and incorporated herein by reference. Such agreement shall commence on January 1, 2011, and run through December 31, 2011. The City of Spokane shall pay Spokane County an amount not to exceed FIVE HUNDRED SEVENTY-SIX THOUSAND EIGHT HUNDRED, and SIXTEEN DOLLARS and NO/100 DOLLARS (\$576,816.00) for services described in Attachment "1".

**APPROVED BY THE BOARD** this  
15<sup>th</sup> day of February 2011.



ATTEST:

*Daniela Erickson*  
Daniela Erickson, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

*Al French*  
AL FRENCH, CHAIR

*Todd Mielke*  
TODD MIELKE, VICE CHAIR

*Mark Richard*  
MARK RICHARD, COMMISSIONER

# **AGENDA SHEET FOR COUNCIL MEETING OF: December 21, 2009**

**RECEIVED**  
CITY CLERK'S OFFICE  
SPokane, WA  
DEC 22 2009

2017  
AgSht04.25.2008  
**SPOKANE**

**Submitting Dept.**  
Police

**Contact Person/Phone No.**  
Scott Stephens x4109

**Council Sponsor**  
Public Safety Committee

## **ADMINISTRATIVE SESSION**

- X Contract
- o Report
- o Claims

## **LEGISLATIVE SESSION**

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

## **CITY PRIORITY**

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- x Public Safety
- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2009-1070  
OPR 2008-1145

## **STANDING COMMITTEES**

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev

- x Public Safety 12/21/09
- o Public Works

Neighborhood/Commission/Committee Notified:

Action Taken:

## **AGENDA**

### **WORDING:**

(If contract, include the term.)

Interlocal Agreement between the City of Spokane and Spokane County to provide the City with Crime Check services relative to the County-wide 911 Emergency Communications System. The County, through the Emergency Communications Department, shall provide Crime Check services to the City of Spokane Police Department 365 days per year, 24 hours a day, inclusive of legal holidays effective January 1, 2010 through December 31, 2010. The allocation of costs for the base budget (not including the 1/10<sup>th</sup> of 1 percent Emergency Communication Sales and Use Tax) are 66% to the City and 34% to the Sheriff. The City's allocation equates to \$560,016.00 and the Sheriff's allocation equates to \$288,493.00.

## **BACKGROUND:**

See Attached.

(Attach additional sheet if necessary)

## **RECOMMENDATION:** Approval

**Fiscal Impact:** o N/A

**Budget Account:** o N/A

- X Expenditure: \$ 560,016.00
- o Revenue: \$
- o Budget Neutral

# 0680-11100-28100-55101  
#

**ATTACHMENTS:** Include in Packets: Interlocal Agreement  
On file for Review in Office of City Clerk:

## **SIGNATURES:**

Department Head

Division Head

Finance

Legal

For the Mayor

Council President

**DISTRIBUTION:** Budget Control  
Finance

Police - Gwen Delarosa  
Accounting - Angela Golden

Spokane County 911/  
Spokane Crime Reporting Ctr  
1620 N Rebecca St  
Spokane WA 99217

## **COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

January 4, 2010  
CITY CLERK

RECEIVED

FEB 26 2010

CITY CLERK'S OFFICE  
SPOKANE, WA

No. 10-0083

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN )  
 AGREEMENT BETWEEN THE CITY OF ) **RESOLUTION**  
 SPOKANE AND THE COUNTY OF SPOKANE IN )  
 CONJUNCTION WITH CRIME CHECK SERVICES )

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of county property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 36.28 RCW, the Spokane County Sheriff is the chief executive officer and conservator of the peace of the County; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and the City of Spokane desire to provide Crime Check Services for the City of Spokane in calendar year 2010 under the County's Emergency Communications Department.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES (January 1, 2010-December 31, 2010)" pursuant to which, under certain terms and conditions, Spokane County, through the Emergency Communications Department shall provide Crime Check Services for the City of Spokane Police Department three hundred sixty-five (365) days per year, twenty-four (24) hours a day, inclusive of legal holidays and such other conditions as further described in Attachment "1", attached hereto and incorporated herein by reference. Such agreement shall commence on January 1, 2010, and run through December 31, 2010. The City of Spokane shall pay Spokane County an amount not to exceed FIVE HUNDRED SIXTY THOUSAND, and SIXTEEN DOLLARS and NO/100 DOLLARS (\$560,016.00) for services described in Attachment "1".

**ADOPTED** by the Board of County Commissioners of Spokane County, Washington this 26<sup>th</sup> day of January 2010.



ATTEST:

*Daniela Erickson*  
 Daniela Erickson, Clerk of the Board

*Mark Richard*  
 Mark Richard, Chair

*Bonnie Mager*  
 Bonnie Mager, Vice-Chair

*Todd Mielke*  
 Todd Mielke, Commissioner



Return to: Clerk of the Board  
Spokane County  
1116 West Broadway Avenue  
Spokane, WA 99260

**INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES**  
**(January 1, 2010 – December 31, 2010)**

**THIS AGREEMENT** is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," and **SPOKANE COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County", jointly hereinafter referred to as the "Parties."

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the County's Emergency Communications Department will provide Crime Check Services for the City in calendar year 2010. - **NOW THEREFORE**,

The Parties agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is for the County to provide the City with Crime Check Services relative to the County-wide 911 emergency communication system.

**SECTION NO. 2. SCOPE OF SERVICES**

The County through the Emergency Communications Department shall provide Crime Check services for the City of Spokane Police Department (hereinafter referred to as "City Police Department").

For the purpose of this Agreement, the terminology Crime Check Services shall mean receiving telephone calls from City of Spokane residents and taking appropriate action, such as: entering received reports into computerized systems maintained jointly by the Spokane County Sheriff and the Spokane Police Department, creating a computer aided dispatch screen for police response, taking law enforcement information or other similar calls.

Crime Check Services will be provided under the terms of this Agreement three hundred sixty five (365) days per year, twenty four (24) hours a day, inclusive of legal holidays.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by the field supervisor. The City of Spokane Police Department may also request that callers requesting service be advised to call back should there be a situation of extreme field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) via e-mail addressed to the Duty Supervisor.

### **SECTION NO. 3: DURATION**

This Agreement shall be effective on January 1, 2010 and run through December 31, 2010. Either Party may terminate this Agreement at any time upon sixty (60) days written notice.

### **SECTION NO. 4: COMPENSATION**

The City shall pay the County an amount not to exceed FIVE HUNDRED SIXTY THOUSAND, AND SIXTEEN DOLLARS AND NO/100 DOLLARS (\$560,016.00) for all services rendered under this Agreement for the 2010 calendar year. The Emergency Communications Director determined the budget and staffing levels needed to provide Crime Check Services. The allocation of costs for the base budget (not including the 1/10<sup>th</sup> of 1 percent Emergency Communications Sales and Use Tax) are sixty six (66) percent to the CITY and thirty four (34) percent to the Sheriff. The CITY's allocation equates to \$560,016.00 and the Sheriff's allocation equates to \$288,493.00

The Emergency Communications Sales and Use tax shall support the remainder of the Crime Check budget. The amount for 2010 services is ONE MILLION, TWO HUNDRED ELEVEN THOUSAND and SEVEN HUNDRED AND NINETY SIX DOLLARS and NO/100 DOLLARS (\$1,211,976.00)

### **SECTION NO. 5: PAYMENT**

The County shall bill the City for the cost of Services monthly by the fifteenth (15th) of the month. Monthly payments will be initially calculated by dividing the City's not to exceed annual cost as set forth in Section No. 2 by twelve (12).

The Payments by City will be due by the fifth (5th) day of the following month. All billings will be personally delivered to the City of Spokane Police Department's Accounting Clerk having an office in the Spokane City-County Public Safety Building at 1100 West Mallon Avenue, Spokane, Washington. Personal delivery will be evidenced by a date-stamped and initialed photocopy of the billing face sheet. Payment shall be made regardless of any dispute. At the sole option of the County, any payment not made when due may bear interest at a rate equal to lost interest earnings had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding month. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

#### **SECTION NO. 6: FINANCING**

Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes affecting this Agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

#### **SECTION NO. 7: RECORDS**

The County shall maintain all records related to its performance of the Agreement in accordance with state law. The County shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

#### **SECTION NO. 8. RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

#### **SECTION NO. 9: LIABILITY**

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or

negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by the field supervisor. The City of Spokane Police Department may also request that callers requesting service be advised to call back should there be a situation of extreme field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) via e-mail addressed to the Duty Supervisor. The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency Communications Department and its employees for following the written direction of the City of Spokane Police Department requesting that callers call back or that there will be a delayed response as agreed by the parties under the "Tier 1/Tier 2 Memorandum of Understanding entered on December 4, 2008 and attached to this agreement as Exhibit "A".

Other than the agreement regarding indemnity between the parties in Exhibit "A" above, if the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

#### **SECTION NO. 10: NOTICES**

All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: City of Spokane Chief of Police or designee  
Spokane Police Department  
1100 West Mallon Avenue  
Spokane, Washington 99260

COUNTY: Spokane County Emergency Communications (911) Director or  
designee  
1620 North Rebecca Street  
Spokane, Washington 99217

**SECTION NO. 11: INSURANCE**

During the term of the Agreement, the County and the City shall each procure and maintain in force the following insurance coverage:

a. GENERAL LIABILITY INSURANCE: General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

b. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that the other Party, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically "Named Insured" for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Agency Name, Its Officers, Agents And Employees Are Named Insured."

c. AUTOMOBILE INSURANCE: Comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. The policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to the other Party.

d. WORKERS COMPENSATION: Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;

e. PROFESSIONAL LIABILITY INSURANCE: Errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00. The coverage must remain in effect for two (2) years after the Agreement is complete.

**SECTION 12: ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

### **SECTION NO. 13: MISCELLANEOUS**

A. **NON-WAIVER.**

No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.

B. **HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

C. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either Party to sign this Agreement.

D. **MODIFICATION**

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

E. **ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract its interests in this Agreement without the written approval of the other Party.

F. **SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

G. **COMPLIANCE WITH LAWS**

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

H. **NON-DISCRIMINATION**

No individual shall be excluded from participation in, denied benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharges veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

I. VENUE

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

J. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES.**

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or list the Agreement by subject on the County's web site or other electronically retrievable public source.

F. FINANCING.

See Section 6 above.

G. TERMINATION.

See provision 3 above.

H. PROPERTY UPON TERMINATION.

Title to all property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of this Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: 1/26/2010

BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON



Todd Mielke  
Todd Mielke, ~~Chairman~~

Mark Richard  
Mark Richard, ~~Vice Chair~~

Bonnie Mager  
Bonnie Mager, Commissioner *Vice Chair*

ATTEST:  
CLERK OF THE BOARD

Daniela Erickson  
Daniela Erickson 10-0083

DATED: \_\_\_\_\_

CITY OF SPOKANE

By: [Signature]  
City Administrator

Attest: [Signature]  
City Clerk

Approved as to form:  
[Signature]  
Assistant City Attorney

Reviewed as to content this 9 day of February <sup>10</sup> 2009.

By Mike Thompson  
Emergency Services Communication Board Chairperson



Spokane County 911  
Procedure for Call Management  
During periods of increased Law Enforcement Workload

Activation Requirements - Law Enforcement Dispatch Supervisor will send email notification to the 911 Duty Supervisor notifying of a request for a Tier 1 or Tier 2 activation. The notification shall include the Law Enforcement Shift Commander's name requesting the activation. Upon receipt of the request, 911 Supervisor will notify Call Receivers of the Law Enforcement activation and Call Receivers will process calls as outlined below. When Law Enforcement Shift Commander determines that an altered level of service is no longer needed, Dispatch Supervisor will send a follow up email to the 911 Duty Supervisor notifying of the cancellation of the Tier activation and the cancelling Law Enforcement Shift Commander's name.

**Tier 1 Activation** – For use during active incidents requiring an extended law enforcement involvement. (Examples: Active hostage situations, Ice storm, fire storm etc...)

- When this level of activation is requested, the request needs to include an approximate ending time
- For calls with the Priority 3 or lower, 911 will advise the caller that (SPD or SCSO) is currently involved in a priority incident and has requested that callers call back at the predetermined time to request contact/report their incident
- When Law Enforcement Shift Commander requests the activation be cancelled, the Dispatch Supervisor will send email notification to the 911 Supervisor.

**Tier 2 Activation** – For use during times when Dispatch and Law Enforcement Field Officers are experiencing an increased workload, but the spike of activity is only expected to last for a short duration.

- 911 will continue to enter all Cad Incidents
- 911 will advise callers that their request has been forwarded to Law Enforcement Dispatch but that (SPD/SCSO) has requested we advise callers that their request for service would be delayed indefinitely
- Law Enforcement Dispatch will retain responsibility for any re-contact with callers and resolution of the caller's request

RECEIVED

MAR 02 2010

CITY CLERK'S OFFICE  
SPOKANE, WA

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SPOKANE AND SPOKANE COUNTY

December 4, 2008

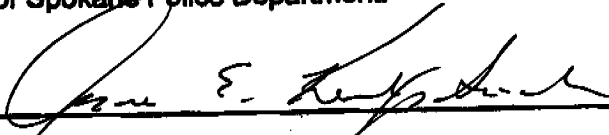
The City of Spokane and Spokane County agree to the attached procedure for management of incoming calls for police services during times of unanticipated activity or incidents that have resulted in extended law enforcement involvement.

Per the attached procedure, the City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by the field supervisor. The City of Spokane Police Department may also request that callers requesting service be advised to call back should there be a situation of extreme field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) via e-mail addressed to the Duty Supervisor. The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency Communications Department and its employees for following the written direction of the City of Spokane Police Department.

This Memorandum of Understanding serves as Attachment A to the Crime Check Services Interlocal Agreement, dated

Signed:

For Spokane Police Department:

 3/2/2010  
Date

For Spokane County:

 1-26-10  
Date



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
(509) 625-6350

January 9, 2009

City Clerk File No.:  
OPR 2008-1145

COUNCIL ACTION MEMORANDUM


RE: INTERLOCAL AGREEMENT WITH SPOKANE COUNTY TO PROVIDE THE CITY WITH CRIME CHECK SERVICES RELATIVE TO THE COUNTY-WIDE 911 EMERGENCY COMMUNICATIONS SYSTEM

During its 3:30 p.m. Administrative Session held Monday, January 5, 2009, the Spokane City Council took the following actions:

**Motion** by Council Member Corker, seconded by Council Member Allen, to suspend the Council Rules; **carried unanimously (Council Member French absent).**

**Motion** by Council Member Corker, seconded by Council President Shogan, to allow Item No. 9—Interlocal Agreement with Spokane County to provide the City with Crime Check services relative to the County-wide 911 Emergency Communications System—to be included on this afternoon's (January 5) agenda; **carried unanimously (Council Member French absent).**

Subsequently, the City Council unanimously (Council Member French absent) approved the January 5, 2009, Consent Agenda items (which includes the Interlocal Agreement with Spokane County to provide the City with Crime Check services relative to the County-wide 911 Emergency Communications System).

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk

c: Michelle Lesesne, Contract Accounting  
Gwen DeLaRosa, Police  
Spokane County 911/Spokane Crime Reporting Center  
1620 N. Rebecca/99217



Return to: Clerk of the Board  
Spokane County  
1116 West Broadway Avenue  
Spokane, WA 99260

**INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES**  
**(January 1, 2009 – December 31, 2009)**

OPR 2008-1145

**THIS AGREEMENT** is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," and **SPOKANE COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County", jointly hereinafter referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the County's Emergency Communications Department will provide Crime Check Services for the City in calendar year 2009. - **NOW THEREFORE**,

The Parties agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is for the County to provide the City with Crime Check Services relative to the County-wide 911 emergency communication system.

**SECTION NO. 2. SCOPE OF SERVICES**

The County through the Emergency Communications Department shall provide Crime Check services for the City of Spokane Police Department (hereinafter referred to as "City Police Department").

For the purpose of this Agreement, the terminology Crime Check Services shall mean receiving telephone calls from City of Spokane residents and taking appropriate action, such as: entering received reports into computerized systems maintained jointly by the Spokane County Sheriff and the Spokane Police Department, creating a computer aided dispatch screen for police response, taking law enforcement information or other similar calls.

Crime Check Services will be provided under the terms of this Agreement three hundred sixty five (365) days per year, twenty four (24) hours a day, inclusive of legal holidays.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by the field supervisor. The City of Spokane Police Department may also request that callers requesting service be advised to call back should there be a situation of extreme field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) via e-mail addressed to the Duty Supervisor.

**SECTION NO. 3: DURATION**

This Agreement shall be effective on January 1, 2009 and run through December 31, 2009. Either Party may terminate this Agreement at any time upon sixty (60) days written notice.

**SECTION NO. 4: COMPENSATION**

The City shall pay the County an amount not to exceed FIVE HUNDRED FORTY THREE THOUSAND, SEVEN HUNDRED and FIVE DOLLARS and NO/100 DOLLARS (\$543,705.00) for all services rendered under this Agreement for the 2009 calendar year. The Emergency Communications Director determined the budget and staffing levels needed to provide Crime Check Services. The allocation of costs for the base budget (not including the 1/10<sup>th</sup> of 1 percent Emergency Communications Sales and Use Tax) are sixty six (66) percent to

the City and thirty four (34) percent to the Sheriff. The City's allocation equates to \$543,705.00 and the Sheriff's allocation equates to \$280,091.00.

The Emergency Communications Sales and Use tax shall support the remainder of the Crime Check budget. The amount for 2009 services is ONE MILLION, ONE HUNDRED FIFTEEN THOUSAND, SIX HUNDRED and TWENTY FIVE DOLLARS and NO/100 DOLLARS (\$1,115,625.00)

#### **SECTION NO. 5. PAYMENT**

The County shall bill the City for the cost of Services monthly by the fifteenth (15th) of the month. Monthly payments will be initially calculated by dividing the City's not to exceed annual cost as set forth in Section No. 2 by twelve (12).

The Payments by City will be due by the fifth (5th) day of the following month. All billings will be personally delivered to the City of Spokane Police Department's Accounting Clerk having an office in the Spokane City-County Public Safety Building at 1100 West Mallon Avenue, Spokane, Washington. Personal delivery will be evidenced by a date-stamped and initialed photocopy of the billing face sheet. Payment shall be made regardless of any dispute. At the sole option of the County, any payment not made when due may bear interest at a rate equal to lost interest earnings had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding month. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

#### **SECTION NO. 6: FINANCING**

Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes affecting this Agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

#### **SECTION NO. 7: RECORDS**

The County shall maintain all records related to its performance of the Agreement in accordance with state law. The County shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

Comment: depending on the type of document, the state law retention can be up to six years following contract termination



## **SECTION NO. 8. RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

## **SECTION NO. 9: LIABILITY**

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by the field supervisor. The City of Spokane Police Department may also request that callers requesting service be advised to call back should there be a situation of extreme field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) via e-mail addressed to the Duty Supervisor. The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency Communications Department and its employees for following the written direction of the City of Spokane Police Department requesting that callers call back or that there will be a delayed response as agreed by the parties under the "Tier1/Tier 2 Memorandum of Understanding entered on \_\_\_\_\_, 2008 and attached to this agreement as exhibit "A".

Other than the agreement regarding indemnity between the parties in Exhibit "A" above, if the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

#### **SECTION NO. 10: NOTICES**

All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY:

City of Spokane Chief of Police or designee  
Spokane Police Department  
1100 West Mallon Avenue  
Spokane, Washington 99260

COUNTY:

Spokane County Emergency Communications (911) Director or  
designee  
1620 North Rebecca Street  
Spokane, Washington 99217

#### **SECTION NO. 11: INSURANCE**

Comment: this section is new wording and appears to be a cut and paste of a variety of different clauses. Other than reducing dollar amounts, I am not sure why the need for revised wording.

During the term of the Agreement, the County and the City shall each procure and maintain in force the following insurance coverage:

a. GENERAL LIABILITY INSURANCE: General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

b. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that the other Party, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically "Named Insured" for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Agency Name, Its Officers, Agents And Employees Are Named Insured."

c. AUTOMOBILE INSURANCE Comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. The policy shall provide that it shall not be canceled,

materially changed, or renewed without forty five (45) days written notice prior thereto to the other Party.

d. **WORKERS COMPENSATION:** Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;

e. **PROFESSIONAL LIABILITY INSURANCE:** Errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00. The coverage must remain in effect for two (2) years after the Agreement is completed.

#### **SECTION 12: ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

#### **SECTION NO. 13: MISCELLANEOUS**

A. **NON-WAIVER.**

No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.

B. **HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

C. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either Party to sign this Agreement.

D. **MODIFICATION**

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

E. **ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract its interests in this Agreement without the written approval of the other Party.

F. SEVERABILITY

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

G. COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

H. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

I. VENUE

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

J. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES.**

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or list the Agreement by subject on the County's web site or other electronically retrievable public source.

F. FINANCING.

See Section 6 above.

G. TERMINATION.

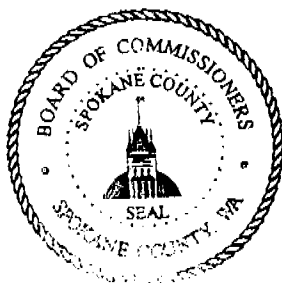
See provision 3 above.

H. PROPERTY UPON TERMINATION.

Title to all property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of this Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: Feb. 3, 2009



BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON

Bonnie Mager  
Bonnie Mager, COMMISSIONER

Todd Mielke  
Todd Mielke, CHAIR

Mark Richard  
Mark Richard, VICE CHAIR

ATTEST:  
CLERK OF THE BOARD

Daniela Erickson OBO  
Daniela Erickson 9-0095

DATED: 1/14/09

CITY OF SPOKANE

By: [Signature]  
City Administrator

Attest:

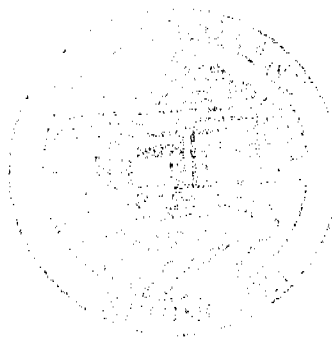
[Signature]  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney

Reviewed as to content this 36 day of February 2008.9

By Mike Thompson  
Emergency Services Communication Board Chairperson



Spokane County 911  
Procedure for Call Management  
During periods of increased Law Enforcement Workload

Activation Requirements - Law Enforcement Dispatch Supervisor will send email notification to the 911 Duty Supervisor notifying of a request for a Tier 1 or Tier 2 activation. The notification shall include the Law Enforcement Shift Commander's name requesting the activation. Upon receipt of the request, 911 Supervisor will notify Call Receivers of the Law Enforcement activation and Call Receivers will process calls as outlined below. When Law Enforcement Shift Commander determines that an altered level of service is no longer needed, Dispatch Supervisor will send a follow up email to the 911 Duty Supervisor notifying of the cancellation of the Tier activation and the cancelling Law Enforcement Shift Commander's name.

**Tier 1 Activation** – For use during active incidents requiring an extended law enforcement involvement. (Examples: Active hostage situations, Ice storm, fire storm etc...)

- When this level of activation is requested, the request needs to include an approximate ending time
- For calls with the Priority 3 or lower, 911 will advise the caller that (SPD or SCSO) is currently involved in a priority incident and has requested that callers call back at the predetermined time to request contact/report their incident
- When Law Enforcement Shift Commander requests the activation be cancelled, the Dispatch Supervisor will send email notification to the 911 Supervisor.

**Tier 2 Activation** – For use during times when Dispatch and Law Enforcement Field Officers are experiencing an increased workload, but the spike of activity is only expected to last for a short duration.

- 911 will continue to enter all Cad Incidents
- 911 will advise callers that their request has been forwarded to Law Enforcement Dispatch but that (SPD/SCSO) has requested we advise callers that their request for service would be delayed indefinitely
- Law Enforcement Dispatch will retain responsibility for any re-contact with callers and resolution of the caller's request

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SPOKANE AND SPOKANE COUNTY

December 4, 2008

The City of Spokane and Spokane County agree to the attached procedure for management of incoming calls for police services during times of unanticipated activity or incidents that have resulted in extended law enforcement involvement.

Per the attached procedure, the City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by the field supervisor. The City of Spokane Police Department may also request that callers requesting service be advised to call back should there be a situation of extreme field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) via e-mail addressed to the Duty Supervisor. The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency Communications Department and its employees for following the written direction of the City of Spokane Police Department.

This Memorandum of Understanding serves as Attachment A to the Crime Check Services Interlocal Agreement, dated

Signed:

For Spokane Police Department:

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Date

For Spokane County:

---

Date



NO. 9-0095

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN )  
AGREEMENT BETWEEN THE CITY OF )  
SPOKANE AND THE COUNTY OF SPOKANE IN )  
CONJUNCTION WITH CRIME CHECK SERVICES )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 36.28 RCW, the Spokane County Sheriff is the chief executive officer and conservator of the peace of the County; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to provide Crime Check Services for the City of Spokane in calendar year 2009 under the County's Emergency Communications Department.

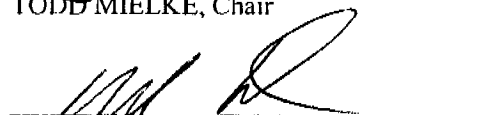
**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES (January 1, 2009 – December 31, 2009)" pursuant to which, under certain terms and conditions, Spokane County, through the Emergency Communications Department shall provide Crime Check services for the City of Spokane Police Department three hundred sixty-five (365) days per year, twenty-four (24) hours a day, inclusive of legal holidays and such other conditions as further described in Attachment "1," attached hereto and incorporated herein by reference. Such Agreement shall commence on January 1, 2009, and run through December 31, 2009. The City of Spokane shall pay Spokane County an amount not to exceed FIVE HUNDRED FORTY-THREE THOUSAND, SEVEN HUNDRED and FIVE DOLLARS and NO/100 DOLLARS (\$543,705.00) for services described in Attachment "1."

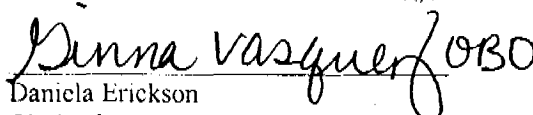
**ADOPTED** by the Board of County Commissioners of Spokane County, Washington this 3rd day of February, 2009.



ATTEST:

  
TODD MIELKE, Chair

  
MARK RICHARD, Vice-Chair

  
Daniela Erickson  
Clerk of the Board

  
BONNIE MAGER, Commissioner

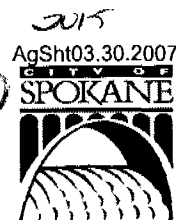
# AGENDA SHEET FOR COUNCIL MEETING OF: February 25, 2008

Submitting Dept.  
Police

Contact Person/Phone No.  
Major Gill Moberly/625-4053

Council Sponsor  
Joe Shogan

RECEIVED  
FEB 14 2008  
CITY CLERK'S OFFICE  
SPOKANE, WA



## ADMINISTRATIVE SESSION

- x Contract
- o Report
- o Claims

## LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

## CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- x Public Safety
- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

Neighborhood/Commission/Committee Notified:

Public Safety Committee

Action Taken:

OPR 2008-0118

OPR 2007-0131

CR 8352

## STANDING COMMITTEES

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev
- o Public Safety 2/18/08
- o Public Works

## AGENDA

### WORDING:

(If contract, include the term.)

Interlocal agreement between the City of Spokane and the COUNTY OF SPOKANE to provide the City with crime report writing services from January 1, 2008 through December 31, 2008. The cost for these services is not to exceed \$528,013.00 for the contract term.

## BACKGROUND:

(Attach additional sheet if necessary)

This agreement replaces what previously has been known as "Crime Check", which operated 24 hours a day, seven days a week. The "Spokane Crime Reporting Center" shall operate from 7:00 a.m. through 9:00 p.m. Monday through Friday, and from 7:00 a.m. until 5:00 p.m. on Saturday.

## RECOMMENDATION: Approve

Fiscal Impact: o N/A

Budget Account: o N/A

x Expenditure: \$528,013.00

#0680-11100-28100-55101

o Revenue: \$

#

o Budget Neutral

## ATTACHMENTS: Include in Packets: Interlocal Agreement

On file for Review in Office of City Clerk:

## SIGNATURES:

*[Signature]*  
Department Head

Division Director

*[Signature]*  
Chief of Staff for Mayor

*[Signature]*  
Finance MRL

*[Signature]*  
Council President

## DISTRIBUTION:

Contract Accounting-mlesesne  
Police-  
probbins@spokanepolice.org

Spokane County 911/Spokane  
Crime Reporting Center  
1620 N. Rebecca  
Spokane, WA 99217

## COUNCIL ACTION:

APPROVED BY  
SPOKANE CITY COUNCIL:

February 25, 2008

*[Signature]*  
CITY CLERK

RECEIVED<sup>26</sup>

MAR 28 2008

CITY CLERK'S OFFICE  
SPOKANE, WA

NO. 8 0185

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A )  
2008 REPORT WRITING AGREEMENT ) **RESOLUTION**  
WITH THE CITY OF SPOKANE )

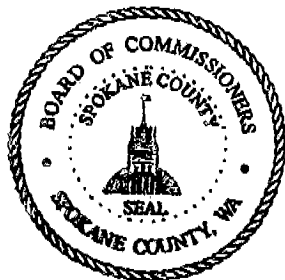
**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the County's Emergency Communications Department will provide report writing services for the City of Spokane in calendar year 2008.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chair of the Board or a majority of the Board be and is hereby authorized to execute that agreement entitled "2008 INTERLOCAL AGREEMENT FOR REPORT WRITING SERVICES (January 1, 2008 – December 31, 2008)" pursuant to which under certain terms and conditions the County's Emergency Communications Department will provide report writing services for the City of Spokane in calendar year 2008 for a fee of FIVE HUNDRED TWENTY-EIGHT THOUSAND THIRTEEN AND NO/100 DOLLARS (\$528,013.00).

PASSED AND ADOPTED this 4th day of March, 2008.




BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

**ABSENT**

BONNIE MAGER, CHAIR

  
TODD MIELKE, VICE CHAIR

ATTEST:

  
Daniela Erickson, Clerk of the Board

  
MARK RICHARD, COMMISSIONER

RECEIVED  
03-28-08  
CITY CLERK'S OFFICE  
SPOKANE, WA

Return to: Clerk of the Board  
Spokane County  
1116 West Broadway Avenue  
Spokane, WA 99260

**2008 INTERLOCAL AGREEMENT FOR REPORT WRITING SERVICES**  
**(January 1, 2008-December 31, 2008) 8 0185**

**THIS AGREEMENT** is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," and **SPOKANE COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County", jointly hereinafter referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the County's Emergency Communications Department will provide report writing services for the City in calendar year 2008. - **NOW THEREFORE**,

The Parties agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is for the County to provide the City with report-writing services relative to the County-wide 911 emergency communication system.

## **SECTION NO. 2. SCOPE OF SERVICES**

The County through the Emergency Communications Department shall provide "report writing services" for the City of Spokane Police Department (hereinafter referred to as "City Police Department").

For the purpose of this Agreement, the terminology "report writing services" shall mean receiving report telephone calls from City of Spokane residents and entering received reports into computerized systems maintained jointly by the Spokane County Sheriff and the Spokane Police Department. Report writing services shall not include taking informational calls, referral calls, media calls or other similar calls.

The Parties recognize that the report writing services provided under this Agreement are at a reduced level from those historically provided prior to 2005.

Report writing services will be provided under the terms of this Agreement from 7:00 a.m. to 9:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday. Report writing services will be provided on any holiday observed by the County by law or through collective bargaining agreement. Normal hours of operation will apply to holidays. No report writing services will be provided on Sundays. The days/hours of report writing may be changed by mutual written agreement of the Parties without formally amending this Agreement.

## **SECTION NO. 3: DURATION**

This Agreement shall be effective on January 1, 2008 and run through December 31, 2008. Either Party may terminate this Agreement at any time upon sixty (60) days written notice.

## **SECTION NO. 4: COMPENSATION**

The City shall pay the County an amount not to exceed FIVE HUNDRED TWENTY THOUSAND and THIRTEEN DOLLARS and NO/100 DOLLARS (\$528,013.00) for all services rendered under this Agreement for the 2008 calendar year. The Emergency Communications Director determined the budget and staffing levels needed to provide 2008 report writing services at the 2005 level. The allocation of costs of those staffing levels are sixty six (66) percent to the CITY and thirty four (34) percent to the Sheriff. The CITY's allocation equates to \$528,013.00 and the Sheriff's allocation equates to \$272,007.00. The PARTIES recognize that this funding level provides for approximately twenty two thousand (22,000) to thirty two thousand (32,000) reports in a calendar year. In the event that daily incoming report writing volume exceeds the capacity of the defined staffing level, the Parties shall meet to collaboratively develop an agreeable solution.

## **SECTION NO. 5. PAYMENT**

The County shall bill the City for the cost of Services monthly by the fifteenth (15th) of the month. Monthly payments will be initially calculated by dividing the City's not to exceed annual cost as set forth in Section No. 2 by twelve (12).

For the first nine (9) months, the County will bill the City one-twelfth ( $1/12^{\text{th}}$ ) of the City's not to exceed annual cost. At the end of the ninth ( $9^{\text{th}}$ ) month, the County will review all costs incurred for the first nine (9) months. The Parties expect that actual costs for such timeframe will be less than the projected first nine (9) months 2008 costs which were used to establish the City's not to exceed annual cost. As such the Parties desire to apply any overpayment for the first nine (9) months to the City's payments in the last three (3) months with the County retaining fifteen (15) percent of any such overpayment subject to an adjust and settle at the end of the year. As such payments for October, November and December will be established in the following manner.

The County will determine any overpayment which the City made during the first nine (9) months. This overpayment will be established by applying the City's 66% share of the 2008 report writing services budget to the difference between the projected costs for the first nine (9) month timeframe and the actual costs for the first nine (9) months. To the extent that the actual costs were less than the projected costs, the resulting amount, less fifteen (15) percent which will be kept as a reserve by the County, will be split equally into three (3) equal amounts and deducted from the City's one-twelfth ( $1/12^{\text{th}}$ ) payments for October, November and December.

On or before February 1<sup>st</sup> 2009, the County will determine actual costs for report writing services for 2008. In the event the City's payments as provided for herein above do not equal sixty six (66) percent of its share of such actual costs, the County shall apply any moneys in the fifteen (15) percent reserve to make up the difference. Any moneys not needed to make up any difference shall be returned to the City within thirty (30) calendar days.

The Payments by City will be due by the fifth (5th) day of the following month. All billings will be personally delivered to the City of Spokane Police Department's Accounting Clerk having an office in the Spokane City-County Public Safety Building at 1100 West Mallon Avenue, Spokane, Washington. Personal delivery will be evidenced by a date-stamped and initialed photocopy of the billing face sheet. Payment shall be made regardless of any dispute. At the sole option of the County, any payment not made when due may bear interest at a rate equal to lost interest earnings had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding month. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

## **SECTION NO. 6: FINANCING**

Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes affecting this Agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

## **SECTION NO. 7: RECORDS**

The County shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The County shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

## **SECTION NO. 8. RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

## **SECTION NO. 9: LIABILITY**

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

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If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or

omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

#### **SECTION NO. 10: NOTICES**

All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: City of Spokane Chief of Police or designee  
Spokane Police Department  
1100 West Mallon Avenue  
Spokane, Washington 99260

COUNTY: Spokane County Emergency Communications (911) Director or  
designee  
1620 North Rebecca Street  
Spokane, Washington 99217

#### **SECTION NO. 11: INSURANCE**

During the term of the Agreement, the County shall maintain in force at its own expense, each insurance noted below:

- a. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the County's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.



- d. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the County or its insurer(s) to the City.

As evidence of the insurance coverage's required by this Agreement, the County shall furnish acceptable insurance certificates to the City at the time the County returns the signed Agreement. The certificate shall specify all of the parties who are Additional Insureds, will include applicable policy endorsements, will include the thirty (30) day cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The County shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **SECTION 12: ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

#### **SECTION NO. 13: MISCELLANEOUS**

##### **A. NON-WAIVER.**

No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.

##### **B. HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

##### **C. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either Party to sign this Agreement.

D. MODIFICATION

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

E. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract its interests in this Agreement without the written approval of the other Party.

F. SEVERABILITY

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

G. COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

H. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharges veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

I. VENUE

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

J. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES.**

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or list the Agreement by subject on the COUNTY's web site or other electronically retrievable public source.

F. FINANCING.

See Section 6 above.

G. TERMINATION.

See provision 3 above.

H. PROPERTY UPON TERMINATION.

Title to all property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of this Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: March 4, 2008

BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON

**ABSENT**

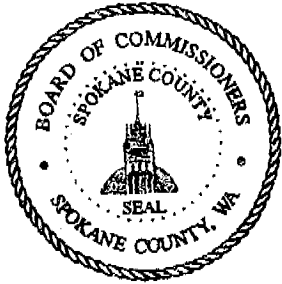
Bonnie Mager, Chairman

Todd Mielke

Todd Mielke, Vice-Chair

Mark Richard

Mark Richard, Commissioner



ATTEST:

CLERK OF THE BOARD

Daniela Erickson

Daniela Erickson

DATED: 2/26/08

CITY OF SPOKANE

By:

Sam McElroy

City Administrator CHIEF OF STAFF

Attest:

Approved as to form:

Levi H. Foster

City Clerk

B. Burns

Assistant City Attorney

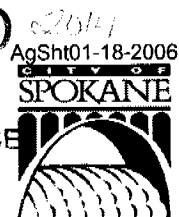


Reviewed as to content this \_\_\_\_ day of \_\_\_\_\_ 2008.

By \_\_\_\_\_

Emergency Services Communication Board Chairperson

RECEIVED



**AGENDA SHEET FOR COUNCIL MEETING OF: February 26, 2007**

JAN 31 2007

Submitting Dept.  
Police

Contact Person/Phone No.  
Dave Ingle/625-4053

Council Sponsor  
Joe Shogan

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2007-0131  
2005-0916

**ADMINISTRATIVE SESSION**

- x Contract
- o Report
- o Claims

**LEGISLATIVE SESSION**

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

**CITY PRIORITY**

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- X Public Safety
- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

**STANDING COMMITTEES**

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev

- X Public Safety 2/19/07
- o Public Works

Neighborhood/Commission/Committee Notified:  
Public Safety Committee  
Action Taken:

**AGENDA WORDING:**

(If contract, include the term.)

Interlocal agreement between the City of Spokane and the County of Spokane to provide the City with ~~crime~~ crime report writing services from January 1, 2007 through December 31, 2007. The cost for these services is not to exceed \$488,962.00 for the contract term.

**BACKGROUND:**

(Attach additional sheet if necessary)

This agreement replaces what previously has been known as "Crime Check", which operated 24 hours a day, seven days a week. The "Spokane Crime Reporting Center" shall operate from 8:00 a.m. through 8:00 p.m. Monday through Friday, and from 8:00 a.m. until 5:00 p.m. on Saturday. The exception of this would be a holiday observed by the County through collective bargaining or by law. Staff request approval.

**RECOMMENDATION:**

Fiscal Impact: o N/A

Budget Account: o N/A

- o Expenditure: \$488,962.00
- o Revenue: \$
- o Budget Neutral

#0680-11100-28100-55101  
#

**ATTACHMENTS:** Include in Packets: Copy of Interlocal Agreement  
On file for Review in Office of City Clerk:

**SIGNATURES:**

Department Head

Legal

Division Director

Deputy Mayor for Mayor

Finance MRL (ENC 9/0)

Council President

**DISTRIBUTION:**

Police-  
probbins@spokanepolice.org  
Contract Accounting  
Finance

Spokane County 911/Spokane  
Crime Reporting Center  
1620 N. Rebecca  
Spokane, WA 99217

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

February 26, 2007  
CITY CLERK

Return to: Clerk of the Board  
Spokane County  
1116 West Broadway Avenue  
Spokane, WA 99260  
(OPR 2007-0131)

**2007 INTERLOCAL AGREEMENT FOR REPORT WRITING SERVICES**  
**7 0213** (January 1, 2007-December 31, 2007)

**THIS AGREEMENT** is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," and **SPOKANE COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County", jointly hereinafter referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the County's Emergency Communications Department will provide report writing services for the City in calendar year 2007. - **NOW THEREFORE**,

The Parties agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is for the County to provide the City with report-writing services relative to the County-wide 911 emergency communication system.

**SECTION NO. 2. SCOPE OF SERVICES**

The County through the Emergency Communications Department shall provide "report writing services" for the City of Spokane Police Department (hereinafter referred to as "City Police Department").

For the purpose of this Agreement, the terminology "report writing services" shall mean receiving report telephone calls from City of Spokane residents and entering received reports into computerized systems maintained jointly by the Spokane County Sheriff and the Spokane Police Department. Report writing services shall not include taking informational calls, referral calls, media calls or other similar calls.

The Parties recognize that the report writing services provided under this Agreement are at a reduced level from those historically provided prior to 2005.

Report writing services will be provided under the terms of this Agreement from 7:00 a.m. to 9:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday. Report writing services will be provided on any holiday observed by the County by law or through collective bargaining agreement. Normal hours of operation will apply to holidays. No report writing services will be provided on Sundays. The days/hours of report writing may be changed by mutual written agreement of the Parties without formally amending this Agreement.

### **SECTION NO. 3: DURATION**

This Agreement shall be effective on January 1, 2007 and run through December 31, 2007. Either Party may terminate this Agreement at any time upon thirty (30) days written notice.

### **SECTION NO. 4: COMPENSATION**

The City shall pay the County an amount not to exceed FOUR HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED SIXTY TWO AND NO/100 DOLLARS (\$488,962.00) for all services rendered under this Agreement for the 2007 calendar year. The Emergency Communications Director determined the budget and staffing levels needed to provide 2007 report writing services at the 2005 level. The allocation of costs of those staffing levels are sixty seven (67) percent to the CITY and thirty three (33) percent to the Sheriff. The CITY's allocation equates to \$488,962.00 and the Sheriff's allocation equates to \$240,832.00. The PARTIES recognize that this funding level provides for approximately twenty six thousand (26,000) to thirty two thousand (32,000) reports in a calendar year. In the event that daily incoming report writing volume exceeds the capacity of the defined staffing level, the Parties shall meet to collaboratively develop an agreeable solution.

### **SECTION NO. 5. PAYMENT**

The County shall bill the City for the cost of Services monthly by the fifteenth (15th) of the month. Monthly payments will be initially calculated by dividing the City's not to exceed annual cost as set forth in Section No. 2 by twelve (12).

For the first nine (9) months, the County will bill the City one-twelfth (1/12<sup>th</sup>) of the City's not to exceed annual cost. At the end of the ninth (9<sup>th</sup>) month, the County will review all costs incurred for the first nine (9) months. The Parties expect that actual costs for such timeframe

will be less than the projected first nine (9) months 2007 costs which were used to establish the City's not to exceed annual cost. As such the Parties desire to apply any overpayment for the first nine (9) months to the City's payments in the last three (3) months with the County retaining fifteen (15) percent of any such overpayment subject to an adjust and settle at the end of the year. As such payments for October, November and December will be established in the following manner.

The County will determine any overpayment which the City made during the first nine (9) months. This overpayment will be established by applying the City's 67% share of the 2007 report writing services budget to the difference between the projected costs for the first nine (9) month timeframe and the actual costs for the first nine (9) months. To the extent that the actual costs were less than the projected costs, the resulting amount, less fifteen (15) percent which will be kept as a reserve by the County, will be split equally into three (3) equal amounts and deducted from the City's one-twelfth (1/12<sup>th</sup>) payments for October, November and December.

On or before February 1<sup>st</sup> 2008, the County will determine actual costs for report writing services for 2007. In the event the City's payments as provided for herein above do not equal sixty seven (67) percent of its share of such actual costs, the County shall apply any moneys in the fifteen (15) percent reserve to make up the difference. Any moneys not needed to make up any difference shall be returned to the City within thirty (30) calendar days.

The Payments by City will be due by the fifth (5<sup>th</sup>) day of the following month. All billings will be personally delivered to the City of Spokane Police Department's Accounting Clerk having an office in the Spokane City-County Public Safety Building at 1100 West Mallon Avenue, Spokane, Washington. Personal delivery will be evidenced by a date-stamped and initialed photocopy of the billing face sheet. Payment shall be made regardless of any dispute. At the sole option of the County, any payment not made when due may bear interest at a rate equal to lost interest earnings had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding month. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

#### **SECTION NO. 6: FINANCING**

Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes affecting this Agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

#### **SECTION NO. 7: RECORDS**

The County shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The County shall provide access to authorized City



representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

#### **SECTION NO. 8. RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

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The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

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If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

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Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

#### **SECTION NO. 10: NOTICES**

All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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Spokane Police Department  
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#### **SECTION NO. 11: INSURANCE**

During the term of the Agreement, the County shall maintain in force at its own expense, each insurance noted below:

- a. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the County's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

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#### **SECTION 12: ANTI-KICKBACK**

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#### **SECTION NO. 13: MISCELLANEOUS**

A. **NON-WAIVER.**

No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.

B. **HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

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This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either Party to sign this Agreement.

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In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

G. COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

H. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, disability or use of a trained guide dog or service dog by a disabled person.

I. VENUE

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

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This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES.**

A. PURPOSE

See Section 1 above.

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See Section 3 above.

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See provisions above.

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The CITY shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or list the Agreement by subject on the COUNTY's web site or other electronically retrievable public source.

F. FINANCING.

See Section 6 above.

G. TERMINATION.

See provision 3 above.

H. PROPERTY UPON TERMINATION.

Title to all property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of this Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

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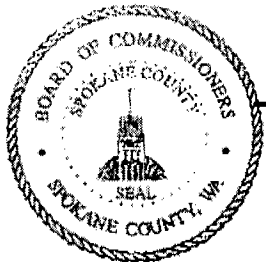
//

//

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: 3/13/2007

BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON



[Signature]  
Mark Richard, Chairman

[Signature]  
Bonnie Mager, Vice-Chair

[Signature]  
Todd Mielke, Commissioner

ATTEST:

CLERK OF THE BOARD

[Signature]  
Daniela Erickson

DATED: March 1, 2007

CITY OF SPOKANE

By: [Signature]  
Acting Deputy Mayor



Attest:

Approved as to form:

[Signature]  
City Clerk

[Signature]  
Assistant City Attorney

Reviewed as to content this \_\_\_ day of \_\_\_\_\_ 2007.

By \_\_\_\_\_  
Emergency Services Communication Board Chairperson

NO. . 7 0213

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A )  
2007 REPORT WRITING AGREEMENT ) **RESOLUTION**  
WITH THE CITY OF SPOKANE )

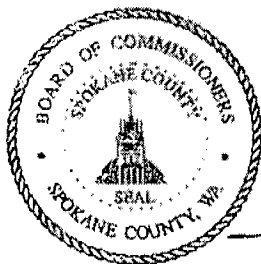
**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

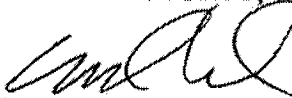
**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the County's Emergency Communications Department will provide report writing services for the City of Spokane in calendar year 2007.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the chairman of the Board or a majority of the Board be and is hereby authorized to execute that agreement entitled "2007 INTERLOCAL AGREEMENT FOR REPORT WRITING SERVICES (January 1, 2007 - December 31, 2007)" pursuant to which under certain terms and conditions the County's Emergency Communications Department will provide report writing services for the City of Spokane in calendar year 2007 for a fee of FOUR HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED SIXTY-TWO AND NO/100 DOLLARS (\$488,962.00).

**PASSED AND ADOPTED** this 13th day of March, 2007.

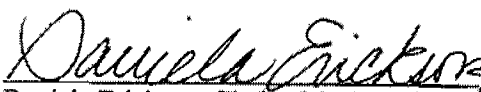


BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
MARK RICHARD, CHAIR

ATTEST:

  
BONNIE MAGER, VICE CHAIR

  
Daniela Erickson, Clerk of the Board

  
TODD MIELKE, COMMISSIONER

# 04/22/06 88 **AGENDA SHEET FOR COUNCIL MEETING OF: January 3, 2006**

**RECEIVED**  
DEC 21 2005



Submitting Dept.  
**POLICE**

Contact Person  
**DAVE INGLE**

Phone No.  
**625-4053**

CITY CLERK'S OFFICE  
SPOKANE, WA

## **ADMINISTRATIVE SESSION**

- x Contract
- o Report
- o Claims

## **LEGISLATIVE SESSION**

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

## **CITY PRIORITY**

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- x Public Safety
- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2005-0916

OPR 2005-0140

## **Standing Committees Notified (and date):**

- o Finance
- o Neighborhoods
- X Public Safety 12/19/05
- o Public Works

Neighborhood/Commission/Committee Notified:  
Public Safety Committee  
Action Taken:

## **AGENDA WORDING:**

Interlocal agreement between the City of Spokane and the County of Spokane to provide the City with 911 and crime report writing services from January 1, 2006 through December 31, 2006. The cost for these services is not to exceed \$461,759.00 for the contract term.

## **BACKGROUND:** (Attach additional sheet if necessary)

This agreement replaces what previously has been known as "Crime Check", which operated 24 hours a day, seven days a week. The new "Spokane Crime Reporting Center" shall operate from 8:00 a.m. through 8:00 p.m. Monday through Friday, and from 8:00 a.m. until 5:00 p.m. on Saturday. The exception to this would be a holiday observed by the County through collective bargaining or by law. Staff requests approval.

## **RECOMMENDATION:**

Staff recommends approval.

## **Fiscal Impact:**

- x Expenditure: \$461,759.00
- o Revenue
- o Budget Neutral

## **Budget Account:**

#0680-11100-28100-55101

**ATTACHMENTS:** Include in Packets: Copy of Agreement  
On file for Review in Office of City Clerk:

## **SIGNATURES:**

Department Head

Division Director

Finance MRL

Legal

Deputy Mayor Pro Tem

## **DISTRIBUTION:**

Contract Accounting  
Finance  
probbins@spokanepolice.org  
Spokane County

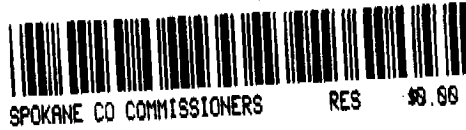
Spokane County 911/Spokane  
Crime Reporting Center  
1620 N Rebecca  
Spokane, WA 99217

## **COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

In January 3, 2006  
Cassidy  
CITY CLERK





5333025  
Page: 2 of 11  
01/19/2006 04:33P  
Spokane Co, WA

**2006 INTERLOCAL AGREEMENT FOR REPORT WRITING SERVICES  
(January 1, 2006-December 31, 2006)**

**THIS AGREEMENT** is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," and **SPOKANE COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County", jointly hereinafter referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the County's Emergency Communications Department will provide report writing services for the City in calendar year 2006. - **NOW THEREFORE**,

The Parties agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this Agreement is for the County to provide the City with report-writing services relative to the County-wide 911 emergency communication system.

**SECTION NO. 2. SCOPE OF SERVICES**

The County through the Emergency Communications Department shall provide "report writing services" for the City of Spokane Police Department (hereinafter referred to as "City Police Department").



SPOKANE CO COMMISSIONERS

RES

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Page: 3 of 11

01/19/2006 04:33P

Spokane Co, WA

For the purpose of this Agreement, the terminology "report writing services" shall mean receiving report telephone calls from City of Spokane residents and entering received reports into computerized systems maintained jointly by the Spokane County Sheriff and the Spokane Police Department. Report writing services shall not include taking informational calls, referral calls, media calls or other similar calls.

The Parties recognize that the report writing services provided under this Agreement are at a reduced level from those historically provided prior to 2005.

Report writing services will be provided under the terms of this Agreement from 8:00 a.m. to 8:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. No report writing services will be provided on Sundays or any holiday observed by the County by law or through collective bargaining agreement. The days/hours of report writing may be changed by mutual written agreement of the Parties without formally amending this Agreement.

### **SECTION NO. 3: DURATION**

This Agreement shall be effective on January 1, 2006 and run through December 31, 2006. Either Party may terminate this Agreement at any time upon thirty (30) days written notice.

### **SECTION NO. 4: COMPENSATION**

The City shall pay the County an amount not to exceed FOUR HUNDRED SIXTY ONE THOUSAND SEVEN HUNDRED FIFTY NINE AND NO/100 DOLLARS (\$461,759.00) for all services rendered under this Agreement for the 2006 calendar year. The Emergency Communications Director determined the budget and staffing levels needed to provide 2006 report writing services at the 2005 level. The allocation of costs of those staffing levels are sixty seven (67) percent to the CITY and thirty three (33) percent to the Sheriff. The CITY's allocation equates to \$461,759.00 and the Sheriff's allocation equates to \$227,433.00. The PARTIES recognize that this funding level provides for approximately twenty six thousand (26,000) to thirty two thousand (32,000) reports in a calendar year. In the event that daily incoming report writing volume exceeds the capacity of the defined staffing level, the Parties shall meet to collaboratively develop an agreeable solution.

### **SECTION NO. 5. PAYMENT**

The County shall bill the City for the cost of Services monthly by the fifteenth (15th) of the month. Monthly payments will be initially calculated by dividing the City's not to exceed annual cost as set forth in Section No. 2 by twelve (12).

For the first nine (9) months, the County will bill the City one-twelfth (1/12<sup>th</sup>) of the City's not to exceed annual cost. At the end of the ninth (9<sup>th</sup>) month, the County will review all costs incurred for the first nine (9) months. The Parties expect that actual costs for such timeframe will be less than the projected first nine (9) months 2006 costs which were used to establish the



SPOKANE CO COMMISSIONERS

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Page: 4 of 11

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Spokane Co, WA

City's not to exceed annual cost. As such the Parties desire to apply any overpayment for the first nine (9) months to the City's payments in the last three (3) months with the County retaining fifteen (15) percent of any such overpayment subject to an adjust and settle at the end of the year. As such payments for October, November and December will be established in the following manner.

The County will determine any overpayment which the City made during the first nine (9) months. This overpayment will be established by applying the City's 67% share of the 2006 report writing services budget to the difference between the projected costs for the first nine (9) month timeframe and the actual costs for the first nine (9) months. To the extent that the actual costs were less than the projected costs, the resulting amount, less fifteen (15) percent which will be kept as a reserve by the County, will be split equally into three (3) equal amounts and deducted from the City's one-twelfth (1/12<sup>th</sup>) payments for October, November and December.

On or before February 1<sup>st</sup> 2007, the County will determine actual costs for report writing services for 2006. In the event the City's payments as provided for herein above do not equal sixty seven (67) percent of its share of such actual costs, the County shall apply any moneys in the fifteen (15) percent reserve to make up the difference. Any moneys not needed to make up any difference shall be returned to the City within thirty (30) calendar days.

The Payments by City will be due by the fifth (5th) day of the following month. All billings will be personally delivered to the City of Spokane Police Department's Accounting Clerk having an office in the Spokane City-County Public Safety Building at 1100 West Mallon Avenue, Spokane, Washington. Personal delivery will be evidenced by a date-stamped and initialed photocopy of the billing face sheet. Payment shall be made regardless of any dispute. At the sole option of the County, any payment not made when due may bear interest at a rate equal to lost interest earnings had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding month. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

#### **SECTION NO. 6: FINANCING**

Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes affecting this Agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

#### **SECTION NO. 7: RECORDS**

The County shall maintain for a minimum of three (3) years following final payment all records related to it's performance of the Agreement. The County shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to



inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

#### **SECTION NO. 8. RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

#### **SECTION NO. 9: LIABILITY**

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.



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Page: 6 of 11  
01/19/2006 04:33P  
Spokane Co, WA

#### **SECTION NO. 10: NOTICES**

All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: City of Spokane Chief of Police or designee  
Spokane Police Department  
1100 West Mallon Avenue  
Spokane, Washington 99260

COUNTY: Spokane County 911 Director or designee  
1620 North Rebecca Street  
Spokane, Washington 99217

#### **SECTION NO. 11: INSURANCE**

During the term of the Agreement, the County shall maintain in force at its own expense, each insurance noted below:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the County's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.



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Spokane Co, WA

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the County or its insurer(s) to the City.

As evidence of the insurance coverage's required by this Agreement, the County shall furnish acceptable insurance certificates to the City at the time the County returns the signed Agreement. The certificate shall specify all of the parties who are Additional Insureds, will include applicable policy endorsements, will include the thirty (30) day cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The County shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **SECTION 12: ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

#### **SECTION NO. 13: MISCELLANEOUS**

A. **NON-WAIVER**

No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.

B. **HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

C. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either Party to sign this Agreement.

D. **MODIFICATION**

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.



SPOKANE CO COMMISSIONERS

RES

\$9.00

5333025

Page: 8 of 11

01/19/2006 04:33P

Spokane Co, WA

E. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract its interests in this Agreement without the written approval of the other Party.

F. SEVERABILITY

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

G. COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

H. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, disability or use of a trained guide dog or service dog by a disabled person.

I. VENUE

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

J. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES.**

A. PURPOSE

See Section 1 above.



5333025  
Page: 9 of 11  
01/19/2006 04:33P  
Spokane Co, WA

B. DURATION

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor.

F. FINANCING.

See Section 6 above.

G. TERMINATION.

See provision 3 above.

H. PROPERTY UPON TERMINATION.

Title to all property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of this Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

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SPOKANE CO COMMISSIONERS

RES

\$8.00

5333025

Page: 10 of 11

01/19/2006 04:33P  
Spokane Co, WA

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: 12/13/2005BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE, COUNTY, WASHINGTON  
PHILIP D. HARRIS, Chairman  
TODD MIELKE, Vice-Chair  
MARK RICHARD, CommissionerATTEST:  
CLERK OF THE BOARD  
Daniela Erickson

DATED: \_\_\_\_\_

*(see attached page)*  
CITY OF SPOKANE

By: \_\_\_\_\_

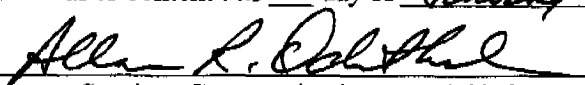
Deputy Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk\_\_\_\_\_  
Assistant City AttorneyReviewed as to content this 3<sup>rd</sup> day of January 2006

By: \_\_\_\_\_

  
Emergency Services Communication Board Chairperson



SPOKANE CO COMMISSIONERS

RES

\$0.00

5333025

Page: 11 of 11

01/19/2006 04:33P

Spokane Co, WA

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE, COUNTY, WASHINGTON

\_\_\_\_\_  
Todd Mielke, Chair

\_\_\_\_\_  
Mark Richard, Vice-Chair

\_\_\_\_\_  
Phillip D. Harris, Commissioner

ATTEST:  
CLERK OF THE BOARD

\_\_\_\_\_  
Daniela Erickson

DATED: 1/5/06

CITY OF SPOKANE

By: \_\_\_\_\_

Deputy Mayor

Attest:  
Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Reviewed as to content this \_\_\_\_ day of \_\_\_\_\_ 2005.

By \_\_\_\_\_  
Emergency Services Communication Board Chairperson



4  
NO. **5 1109**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER EXECUTING A 2006 )  
REPORT WRITING AGREEMENT WITH ) **RESOLUTION**  
THE CITY OF SPOKANE )

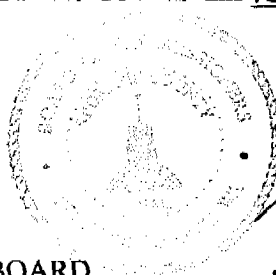
**WHEREAS**, pursuant to the provisions of the RCW 36.32.120(6), the Board of County Commissioners of Spokane County (hereinafter sometimes referred to as the "Board") has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the County's Emergency Communications Department will provide report writing services for the City of Spokane in calendar year 2006.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the chairman of the Board or a majority of the Board be and is hereby authorized to execute that agreement entitled "2006 INTERLOCAL AGREEMENT FOR REPORT WRITING SERVICES (January 1, 2006-December 31, 2006)" pursuant to which under certain terms and conditions the County's Emergency Communications Department will provide report writing services for the City of Spokane in calendar year 2006 for a fee of FOUR HUNDRED SIXTY ONE THOUSAND SEVEN HUNDRED FIFTY NINE AND NO/100 DOLLARS (\$461,759.00).

**PASSED AND ADOPTED** this 13th day of Dec., 2005.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
\_\_\_\_\_  
PHILIP D. HARRIS, Chair

ATTEST:  
CLERK OF THE BOARD

  
\_\_\_\_\_  
Daniela Erickson

  
\_\_\_\_\_  
TODD MIELKE, Vice Chair

  
\_\_\_\_\_  
MARK RICHARD, Commissioner

03/19/05

# AGENDA SHEET FOR COUNCIL MEETING OF: February 28, 2005

2012  
RECEIVED  
FEB 17 2005  
CITY CLERK'S OFFICE  
SPOKANE, WA  
Ag 09-05-2001  
SPOKANE

Submitting Dept.  
POLICE

Contact Person  
DAVE INGLE

Phone No.  
625-4053

## ADMINISTRATIVE SESSION

- x Contract
- o Report
- o Claims

## LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

## CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- x Public Safety
- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

0PR2005-0140

CR5701

Standing Committees Notified (and date):

- o Finance
- o Neighborhoods
- X Public Safety 12/20/04
- o Public Works

Neighborhood/Commission/Committee Notified:

Public Safety Committee

Action Taken:

## AGENDA WORDING:

Interlocal agreement between the City of Spokane and the County of Spokane to provide the City with crime report writing services from January 1, 2005 through December 31, 2005 at the cost of \$414,902.00.

## BACKGROUND:

(Attach additional sheet if necessary)

This agreement replaces what previously has been known as "Crime Check", which operated 24 hours a day, seven days a week. The new "Spokane Crime Reporting Center" shall operate from 8:00 a.m. through 8:00 p.m. Monday through Friday, and from 8:00 a.m. until 5:00 p.m. on Saturday. The exception to this would be a holiday observed by the County through collective bargaining or by law. Staff requests approval.

## RECOMMENDATION:

Staff recommends approval.

## Fiscal Impact:

- x Expenditure: \$414,902.00
- o Revenue
- o Budget Neutral

## Budget Account:

#0680-11101-28100-55101

**ATTACHMENTS:** Include in Packets: Copy of Agreement  
On file for Review in Office of City Clerk:

## SIGNATURES:

Department Head

Legal

Division Director

Council President

Finance M/S

Deputy Mayor

## DISTRIBUTION:

Contract Accounting  
~~Finance~~  
probbins@spokanepolice.org

Spokane County 911/Spokane  
Crime Reporting Center  
1620 N Rebecca  
Spokane, WA 99217

## COUNCIL ACTION:

APPROVED BY  
SPOKANE CITY COUNCIL:

February 28, 2005  
CITY CLERK

4-1

NO. **5 0155**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING THE 2005 )  
INTERLOCAL AGREEMENT FOR REPORT ) **RESOLUTION**  
WRITING SERVICES EFFECTIVE JANUARY 1, )  
2005 THROUGH DECEMBER 31, 2005 )

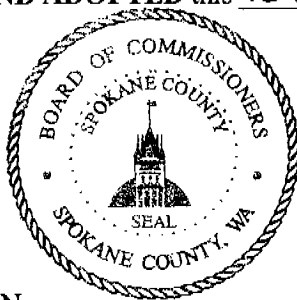
**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the County's Emergency Communications Department will provide report writing services for the City in calendar year 2005.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "2005 INTERLOCAL AGREEMENT FOR REPORT WRITING SERVICES (JANUARY 1, 2005, THROUGH DECEMBER 31, 2005)" pursuant to which, under certain terms and conditions, the County will provide the City with report-writing services relative to the County-wide 911 emergency communication system for the term of January 1, 2005, through December 31, 2005, for the amount of FOUR HUNDRED FOURTEEN THOUSAND NINE HUNDRED TWO AND NO/100 DOLLARS (\$414,902.00).

**PASSED AND ADOPTED** this 15th day of February, 2005.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
PHILIP D. HARRIS, Chair

ATTEST:  
VICKY M. DALTON  
CLERK OF THE BOARD

  
TODD MIELKE, Vice Chair

BY:   
Daniela Erickson, Deputy

  
MARK RICHARD, Commissioner

Return to: City Clerk  
City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201



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03/14/2005 11:39A  
Spokane Co, WA

**2005 INTERLOCAL AGREEMENT FOR REPORT WRITING SERVICES**  
**(January 1, 2005-December 31, 2005) 5 0155**

**THIS AGREEMENT** is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," and **SPOKANE COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the "County", jointly hereinafter referred to as the "Parties."

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, the County and City of Spokane desire to reduce to writing the terms and conditions under which the County's Emergency Communications Department will provide report writing services for the City in calendar year 2005. - **NOW THEREFORE**,

The Parties agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of this agreement is for the County to provide the City with report-writing services relative to the County-wide 911 emergency communication system.

**SECTION NO. 2. SCOPE OF SERVICES**

The County through the Emergency Communications Department shall provide "report writing services" for the City of Spokane Police Department (hereinafter referred to as "City Police Department").



For the purpose of this Agreement, the terminology "report writing services" shall mean receiving report telephone calls from City of Spokane residents and entering received reports into computerized systems maintained jointly by the Spokane County Sheriff and the Spokane Police Department. Report writing services shall not include taking informational calls, referral calls, media calls or other similar calls.

The Parties recognize that the report writing services provided under this Agreement are at a reduced level from those historically provided. The City Police Department shall provide the Emergency Communications Director with written operating procedures with regard to the "report writing services" to implement the new level of services provided under this Agreement. Until such operating procedures are submitted, the Emergency Communication Director shall implement those report writing services as set forth in that document entitled "SPOKANE CRIME REPORTING CENTER/Interim Operation Plan Effective Date: 01-09-05" a copy of which is attached hereto as Attachment "A" and incorporated herein by reference.

Report writing services will be provided under the terms of this Agreement from 8: a.m. to 8:00 p.m. Monday through Friday and 8:00 a.m. to 5 p.m. on Saturday. No report writing services will be provided on Sundays or any holiday observed by the County by law or through collective bargaining agreement. The days/hours of report writing may be changed by mutual written agreement of the Parties without formally amending this Agreement.

### **SECTION NO. 3: DURATION**

This Agreement shall be effective on January 1, 2005 and run through December 31, 2005. Either Party may terminate this Agreement at any time upon thirty days written notice.

### **SECTION NO. 4: COMPENSATION**

The City shall pay the County FOUR HUNDRED FOURTEEN THOUSAND NINE HUNDRED TWO AND NO/100 DOLLARS (\$414,902.00) for all services rendered under this Agreement for the 2005 calendar year. The Emergency Communications Director determined the staffing levels available to provide 2005 report writing services within the budget amounts submitted by the Spokane County Sheriff's Office and the Spokane Police Department. The allocation of costs of those staffing levels are sixty four (64) percent to the CITY and thirty six (36) percent to the Sheriff. The CITY's allocation equates to \$414,902.00 and the Sheriff's allocation equates to \$233,382.00. The PARTIES recognize that this funding level provides for approximately 32,000 reports in a calendar year. In the event that daily incoming report writing volume exceeds the capacity of the defined staffing level, the Parties shall meet to collaboratively develop an agreeable solution.



## **SECTION NO. 5. PAYMENT**

The County shall bill the City for the cost of Services monthly by the 15<sup>th</sup> of the month. Monthly payments will be calculated by dividing that annual cost as set forth in Section No. 2 by twelve (12). Payments by CITY will be due by the 5<sup>th</sup> day of the following month. All billings will be personally delivered to the City of Spokane Police Department's Accounting Clerk having an office in the Spokane City-County Public Safety Building at 1100 West Mallon Avenue, Spokane, Washington. Personal delivery will be evidenced by a date-stamped and initialed photocopy of the billing face sheet. Payment shall be made regardless of any dispute. At the sole option of the County, any payment not made when due may bear interest at a rate equal to lost interest earnings had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding month. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

## **SECTION NO. 6: FINANCING**

Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes affecting this Agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

## **SECTION NO. 7: RECORDS**

The County shall maintain for a minimum of three years following final payment all records related to it's performance of the contract. The County shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the contract, the federal law shall prevail.

## **SECTION NO. 8. RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

## **SECTION NO. 9: LIABILITY**

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the agreement. The County's duty to





indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

#### **SECTION NO. 10: NOTICES**

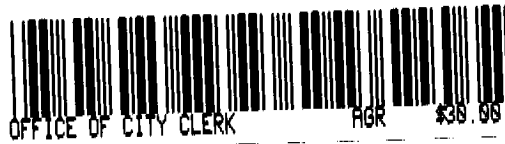
All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: City of Spokane Chief of Police or designee  
Spokane Police Department  
1100 West Mallon Avenue  
Spokane, Washington 99260

COUNTY: Spokane County 911 Director or designee  
1620 North Rebecca Street  
Spokane, Washington 99217

#### **SECTION NO. 11: INSURANCE**

During the term of the agreement, the County shall maintain in force at its own expense, each insurance noted below:



- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the County's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the County or its insurer(s) to the City.

As evidence of the insurance coverage's required by this agreement, the County shall furnish acceptable insurance certificates to the City at the time the County returns the signed agreement. The certificate shall specify all of the parties who are Additional Insureds, will include applicable policy endorsements, will include the thirty (30) day cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The County shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **SECTION 12: ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.



**SECTION NO. 13: MISCELLANEOUS**

A. NON-WAIVER

No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Party in the future.

B. HEADINGS

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

C. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties. No representations, promises, or agreements not expressed herein have been made to induce either Party to sign this Agreement.

D. MODIFICATION

No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

E. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract its interests in this Agreement without the written approval of the other Party.

F. SEVERABILITY

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

G. COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

H. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of race, color, creed, marital status, familial status, religion,



sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, disability or use of a trained guide dog or service dog by a disabled person.

I. VENUE

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

J. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 14. RCW 39.34 REQUIRED CLAUSES.**

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor.

F. FINANCING.

See Section 6 above.



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Spokane Co, WA

G. TERMINATION.

See provision 3 above.

H. PROPERTY UPON TERMINATION.


Title to all property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of this Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

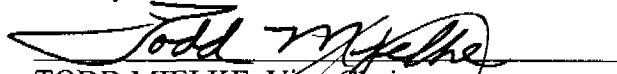
**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

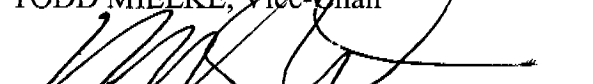
DATED: 2/15/2005  
**5 0155**

BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE, COUNTY, WASHINGTON



  
PHILLIP D. HARRIS, Chairman

  
TODD MIELKE, Vice-Chair

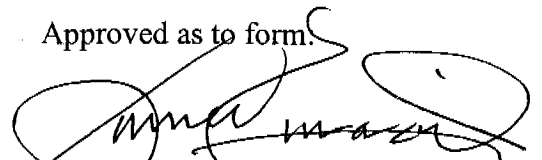
  
MARK RICHARD, Commissioner

ATTEST:  
VICKY M. DALTON  
CLERK OF THE BOARD

Approved as to form.

By:

  
Daniela Erickson, Deputy

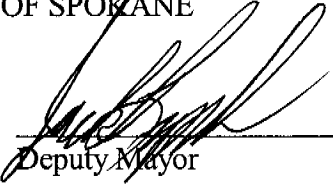
  
Deputy Civil Prosecuting Attorney



DATED: 3-02-05

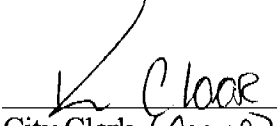
CITY OF SPOKANE

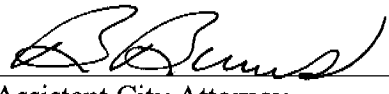
By:

  
Deputy Mayor

Attest:

Approved as to form:

  
City Clerk (Acting)

  
Assistant City Attorney

Reviewed as to content this \_\_\_\_ day of \_\_\_\_ 2005.

By \_\_\_\_\_  
Emergency Services Communication Board Chairperson





## ATTACHMENT "A" SPOKANE CRIME REPORTING CENTER

Interim Operational Plan  
Effective Date: 01-09-05

This document will serve as a guide for 9-1-1 employees for the new function of report writing and 9-1-1 answering only. The current type code procedure manual will be updated to reflect these changes and the directives issued by SPD and SCSO. The guide is intended to be in effect until final policy is developed by Spokane Police Department and Spokane County Sheriff's Office.

1. Law Enforcement Tip Line: All media-based requests to the public from law enforcement will use a new telephone number **242-TIPS (242-8477)**. This phone will be answered during business hours in the joint City/County Crime Analysis Office. After hours, the phone will go to Voicemail. Agency representatives in Crime Analysis will play back the recorded line during business hours and forward tip information to their respective agencies for casework.
2. Web-based citizen reporting: COPS and SCOPE stations have been equipped with web capable computers and volunteers, when the stations are staffed/open to the public, are available to assist or guide the citizen crime victim. Libraries are also web capable locations where a citizen might access web reporting if they do not have a home computer.

### Available Web reports:

- Thefts: under \$500.00 market value with no suspects and no serial numbers
- Harassment: not in progress and nuisance phone calls with no suspect
- Residential Garage/Shed burglaries: under \$1000 market value loss no evidence no suspects
- Lost property: **Only reports allowable are identification & firearms. Identification loss will be filed via web; firearms may be filed via web or reporting center. All other lost property reports are no longer taken and callers should be referred to their insurance company, cellular company, etc.**
- Malicious Mischief: under \$500 market value in damages, no suspects
- Vehicle prowls: loss market value under \$500, no suspects
- Gas Rips: ineligible under \$25.00, all others web reporting



3. Escapees/Failure to Returns: Temporarily, the Report Center will complete these reports during operational hours. A high risk to officer or public safety will be called in on 9-1-1. Until SCSO obtains an agreement with Geiger and Airway Heights, after Report Center hours, 9-1-1 will complete a CAD screen and forward to dispatch to a deputy to complete a report (per Capt. Fojtik 01-06-05)
4. CPS/APS Referrals: Temporarily, the Reporting Center will complete these. SPD & SCSO will be notifying DSHS to fax CPS & APS reports to the appropriate unit for SPD and SCSO for RMS entry and follow-up.
5. Lost Property: Other than lost firearms and lost items capable of being utilized in Identity Theft this category should be eliminated from report taking.
6. Law Enforcement Agencies (other): Law enforcement agencies other than SPD, SCSO and Spokane Valley Police should access needed assistance through the Dispatch supervisor desk number. SCSO/SPD will make appropriate notifications of number change.
  - a. Hospitals/Others: SPD/SCSO will notify as applicable
7. Abandoned Vehicles/Hulks: SPD uses the 625-4246 number with voicemail to receive these calls and then process tagging/towing via Abandoned Vehicle desk. SCSO/SVPD jurisdiction can be reported at 477-6929, radio will retrieve the messages and enter into CAD for Deputy or SCOPE follow-up.
8. Missing Persons/Runaways: Runaway reports during the time the Reporting Center is closed will be sent to radio for officer dispatch via 911/CAD. 9-1-1 will not complete the report, but just obtain basic information needed for dispatch of law enforcement. Runaway details (description, full name, DOB, etc.) will not be obtained by 9-1-1. Missing juveniles and vulnerable adults are not a problem as those calls are 9-1-1 eligible and will be handled via that avenue.
9. Graffiti: Calls will be referred to the SCSO or SVPD front desks depending on jurisdiction. SPD calls will be referred the callers neighborhood COPS station. You do not need to provide the numbers; they are listed in the blue pages of the phone.
10. THREATS: In progress, or imminent 911 with CAD to radio, no report taken by 9-1-1. Cold referred to Report Center. All DV threats require a CAD to dispatch for officer response.
11. Tow Line: Tow line directly into radio established on 01-03-05.





12. Request for officer contact: Citizen requests for officer contact will be sent to radio via CAD regardless of incident type code or priority.
13. Service change complaints will be referred to the front desk for both SPD and SCSO.
14. Citizen Message number: Radio will have to utilize a number accessible by radio for return calls from citizens when leaving messages. Previously radio left the Crime Check number. 9-1-1 will not be used for this purpose.
15. Field units will no longer refer citizens/or calls via radio back to the report center to file a report. If the incident is sent to radio it is expected the report will not be taken by the 911 Reporting Center.
16. Attached Matrix: The attached matrix outlines where calls are anticipated to ring. Any calls listing 9-1-1 will have a CAD screen completed and be forwarded to radio for appropriate action. 9-1-1 will not be completing any reports on incidents forwarded to radio.
17. Priority 3 calls with dispatch eligibility: See below list distributed by SPD on 06-30-04:
  - a. Escape
  - b. Escape – Failed to return
  - c. Game department problems
  - d. Juvenile runaway
  - e. Landlord Tenant dispute
  - f. Lewdness
  - g. Emergency Messages
  - h. Counterfeit
  - i. Neighborhood Disputes
  - j. Party Disturbance
  - k. Reckless Driver/Road Rage