



**Agenda Sheet for City Council Meeting of:**  
05/09/2016

<b>Date Rec'd</b>	4/26/2016
<b>Clerk's File #</b>	OPR 2016-0380
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	POLICE
<b>Contact Name/Phone</b>	JUSTIN LUNDGREN 625-4527
<b>Contact E-Mail</b>	JLUNDGREN@SPOKANEPOLICE.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0680-INTERLOCAL WITH SPOKANE TRANSIT AUTHORITY

**Agenda Wording**  
Interlocal agreement between the City of Spokane and Spokane Transit Authority (Spokane, WA) to provide a safe and secure environment in downtown Spokane. ---\$57,933.00 from May 1, 2016 to December 31, 2016.

**Summary (Background)**  
Since 2005, the Spokane PD and Spokane Transit Authority (STA) have worked together to provide additional police presence in the STA Plaza area. In 2016 SPD has yet again contracted with STA to assign one commissioned police officer to assist STA by providing police patrol services in the immediate vicinity of the STA Plaza and its surrounding areas. Patrol emphasis walks will be between 14:30 to 17:30 Mondays through Fridays. These hours may be adjusted to meet the demands of the STA.

<b>Fiscal Impact</b>	<b>Budget Account</b>
Revenue \$ 57,933.00	# 0680-11150-21250-34210
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	LYNDS, SARAH	<b>Study Session</b>	PSC 03/21/2016
<b>Division Director</b>	MEIDL, CRAIG	<b>Other</b>	
<b>Finance</b>	KECK, KATHLEEN	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	achirowamangu	
<b>For the Mayor</b>	SANDERS, THERESA	ewade	
<b>Additional Approvals</b>		slynds	
<b>Purchasing</b>		Contract Accounting	
		cwahl	
		mmartinez	

APPROVED BY  
SPOKANE CITY COUNCIL:

5/9/2016  
*[Signature]*  
CITY CLERK

#4

**Briefing Paper  
City of Spokane  
Spokane Transit Authority Interlocal  
Police Department/Public Safety Committee  
March 21, 2016**

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**Subject**

Interlocal agreement with Spokane Transit Authority to provide a police officer based out of the Downtown Precinct from April 1, 2016 through December 31, 2016. The revenue will be \$57,933.

**Background**

The Police Department has contracted with Spokane Transit Authority to provide the public with police services in the STA Plaza facility and a surrounding service area from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street, or at other locations as mutually agreed to by both parties.

SPD will provide an officer(s) to conduct specific walk throughs as call loads allow with an emphasis on the hours from 14:30 to 17:30.

**Impact**

These funds will allow us to have a significant impact upon perceived safety in the area surrounding the STA Plaza. The revenue will reimburse SPD for the salary and benefits of a commissioned police officer.

**Action**

Approval

**Funding**

Revenue/Salary Reimbursement

After filing, return to:  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

**INTERLOCAL AGREEMENT FOR POLICE SERVICES  
BETWEEN  
CITY OF SPOKANE AND SPOKANE TRANSIT AUTHORITY**

THIS INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE TRANSIT AUTHORITY, a Washington State political subdivision and special purpose district, as "STA", whose address is 1230 West Boone Avenue, Spokane, Washington 99201, and jointly referred to as the "Parties".

WHEREAS, STA and the Spokane Police Department have had a longstanding partnership in providing a safe and secure environment in downtown Spokane; and

WHEREAS, STA desires to support the effort of the City of Spokane and the Spokane Police Department to increase the number of officers dedicated to the downtown Spokane area, where STA services are delivered and where its downtown transfer center, The Plaza, is located at 701 W. Riverside Avenue, Spokane, WA; and

WHEREAS, a routine police presence in and around the STA Plaza and neighboring businesses helps to deter illegal activity in an area of high pedestrian activity in downtown Spokane; and

WHEREAS, the City of Spokane desires to enhance police services to STA and to assist in furthering enforcement efforts at and around the STA Plaza and surrounding areas; and

WHEREAS, chapter 39.34 RCW, Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; -- NOW, THEREFORE,

The Parties agree as follows:

- I. PURPOSE. The purpose of this Agreement is to enable the City and SPD to dedicate one (1) commissioned City police officer to assist STA by providing police patrol services to the downtown area in the immediate vicinity of the STA Plaza and its surrounding areas, and to assist in furthering enforcement efforts for the benefit of the public in and around the downtown area, under the following terms and conditions:
  - A. Hours. The SPD officer shall be assigned to the STA area to perform general patrol functions and also to conduct specific emphasis walk throughs of the area. Emphasis walk through hours will be from 14:30 to 17:30 hours Monday through Friday, but may be adjusted to meet the demands of the STA and those of the downtown service area.
  - B. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle at no cost to STA.
  - C. Office and Supportive Facilities. The officer shall be based out of the Spokane Police Department downtown precinct, but shall have desk space as needed at the STA Plaza.
  - D. Location of Police Service. The general service area will be from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street, or at other locations as mutually agreed upon by both Parties.
  - E. Communication. During hours when the officer is not on site, STA Plaza security shall be permitted to have direct communication with the Spokane Police Department's downtown precinct for assistance in responding to low level disturbances. SPD shall respond to such calls in accordance with precinct priorities.
  - F. Adherence to City Policy and Procedures. While providing services pursuant to the Agreement, the officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policy and procedures at all times.
  - G. Duty to City: The officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations
- II. TERM. The Agreement shall begin May 1, 2016, and run through December 31, 2016, unless terminated earlier. This Agreement may be terminated by either Party at any time upon sixty (60) days written notice to the other Party.

- III. COMPENSATION. STA shall pay the City, an amount not to exceed FIFTY SEVEN THOUSAND NINE HUNDRED AND 33/100 DOLLARS (\$57,933.00), as full compensation for everything furnished and done under this Agreement.
- IV. PAYMENT. The City shall submit monthly applications for payment to Spokane Transit Authority, 1230 West Boone Avenue, Spokane, Washington 99201. STA shall submit payment within ten (10) days of receipt of invoice and remit to the Spokane Police Department, Administration Office, 1100 West Mallon Avenue, Spokane, Washington 99260-0001. All checks shall be made payable to the City of Spokane.
- V. ADMINISTRATOR. This Agreement shall be administered by the Chief Executive Officer of STA.
- VI. LIABILITY.
- A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost, and expense arising out of the negligence of the City, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
- B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
- C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.
- VII. ASSIGNMENT. Neither Party may assign its interest in this Agreement without the express written consent of the other Party.

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

CITY: Director of Law Enforcement/ and or Chief of Police  
Spokane Police Department  
Administration Office  
Public Safety Building  
1100 West Mallon Avenue  
Spokane, Washington 99260-0001

STA: Chief Executive Officer  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201


- XI. INSURANCE. During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):
- 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 Insurance in the amount of \$1,000,000; and
  - B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage; and
  - C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
  - D. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a Party or its insurer(s) to the other Party.

- XII. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.
- XIII. NONDISCRIMINATION. 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 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.
- XIV. 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.
- XV. 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.
- XVI. RCW 39.34 REQUIRED CLAUSES.
- A. Purpose. See Section I above.
  - B. Duration. See Section II 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 and post it on its internet website.
  - F. Financing. Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes (only) affecting this Agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
  - G. Termination. See provision II above.
  - H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring

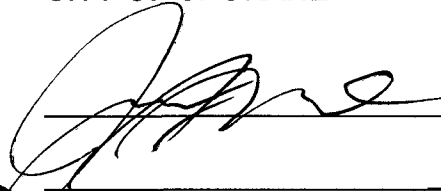
Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Dated: 6/3/2016

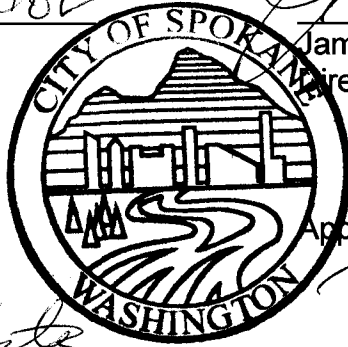
CITY OF SPOKANE

  
\_\_\_\_\_  
City Administrator

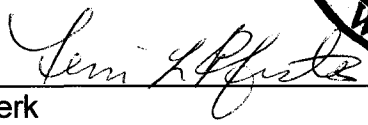
David Condon  
Mayor of Spokane

  
\_\_\_\_\_  
Director of Law Enforcement

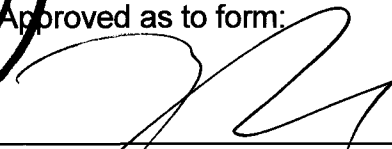
James McDevitt  
Director of Law Enforcement



Attest:

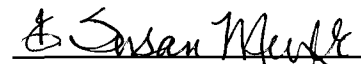
  
\_\_\_\_\_  
City Clerk

Approved as to form:


  
\_\_\_\_\_  
Nancy Isserlis  
City Attorney

Dated: 4/21/16

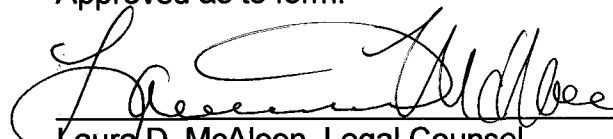
SPOKANE TRANSIT AUTHORITY

By:   
\_\_\_\_\_  
E. Susan Meyer, CEO

Attest:

  
\_\_\_\_\_  
Jan Watson, Clerk of the Authority

Approved as to form:

  
\_\_\_\_\_  
Laura D. McAloon, Legal Counsel



**SPOKANE TRANSIT AUTHORITY**  
**PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE MEETING**

April 6, 2016

**AGENDA ITEM 5A.1:** RENEWAL OF SPOKANE POLICE DEPARTMENT INTERLOCAL AGREEMENT

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** E. Susan Meyer, Chief Executive Officer

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**SUMMARY:** Since 2005, STA and Spokane Police Department (SPD) have utilized Interlocal Agreements which provide additional police presence in the vicinity of the STA Plaza.

From 2005 through 2013, STA provided the equivalent funding for one SPD officer to be stationed in the Plaza. SPD matched that funding by providing a second officer. During this time, these were the only SPD officers dedicated to downtown Spokane.

In 2014, SPD began instituting a new policing strategy. Part of that strategy was to establish a precinct in downtown. This precinct was located in the Peyton Building, adjacent to the STA Plaza. In recognition of this new development, the STA/SPD Interlocal Agreement was modified. The new agreement provided for STA funding for one (1) officer and seven (7) parking spaces in the STA Plaza garage. The latest agreement expired in December 31, 2015. It was not renewed pending the need to accommodate changes created by the relocation of the precinct to the Intermodal Center.

STA and SPD have negotiated a new agreement which accomplishes the same objectives that inspired the original agreement in 2005. STA's interest is to have an increased SPD presence in/around the STA Plaza. As a regional transportation center, this location has the largest concentration of pedestrian activity in the downtown core. It is in the interest of transit customers, as well as the general public, that SPD is enabled to provide additional attention to this specific area.

The new agreement stipulates special-emphasis patrolling of the area in/around the STA Plaza. Key times of the day have been identified as to when this additional SPD presence would be most effective. In addition, the agreement establishes a special communications protocol between STA Transit Officers and the Downtown Precinct. This communications protocol allows for SPD to be alerted and respond accordingly to events that may not otherwise require a police response. Both of these measures help deter uncivil behavior that does not rise to criminal conduct, but otherwise has an impact on the overall environment.

The cost to STA of the Interlocal Agreement is \$57,933.00 for the remainder of 2016. This is the same annualized rate charged under the previous agreements.

A copy of the Agreement is attached for your information.

**RECOMMENDATION TO COMMITTEE:** Recommend the Board approve the Spokane Police Department Interlocal Agreement as presented.

**COMMITTEE ACTION:**

**RECOMMENDATION TO BOARD:**

**FINAL REVIEW FOR BOARD BY:**

Division Head \_\_\_\_\_ Chief Executive Officer \_\_\_\_\_ Legal Counsel \_\_\_\_\_

03-15  
SB



**Agenda Sheet for City Council Meeting of:**  
01/05/2015

<b>Date Rec'd</b>	12/22/2014
<b>Clerk's File #</b>	OPR 2015-0011
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2014-0012
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	POLICE
<b>Contact</b>	TIM SCHWERING 625-4109
<b>Contact E-Mail</b>	TSCHEWRING@SPOKANEPOLICE.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0680 - INTERLOCAL WITH SPOKANE TRANSIT AUTHORITY

**Agenda Wording**

Interlocal agreement with Spokane Transit Authority (Spokane, WA) to provide the public with police services in the STA Plaza facility and a surrounding service area. ---\$86,900.00 January 1, 2015 to December 31, 2015.

**Summary (Background)**

The Police Department has contracted with Spokane Transit Authority to provide the public with police services in the STA Plaza facility and a surrounding service area from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street, or at other locations as mutually agreed to by both parties. STA provides 7 parking spaces, provided the City maintains a staffing level of 7 officers downtown. Revenue is for one officer salary & ben. reimbursement.

<b>Fiscal Impact</b>	<b>Budget Account</b>
Revenue \$ 86,900.00	# 0680-11100-21221-34210
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DOBROW, RICK	<b>Study Session</b>	12/15/2014
<b>Division Director</b>	STRAUB, FRANK	<b>Other</b>	
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	achirowamangu ; J faught	
<b>For the Mayor</b>	SANDERS, THERESA	kclar	
<b>Additional Approvals</b>		ewade	
<b>Purchasing</b>		slynds	
		Contract Accounting	
		MToole@spokanetransit.com	

APPROVED BY SPOKANE CITY COUNCIL ON

1/5/2015  
  
 SPOKANE CITY CLERK

**Briefing Paper  
City of Spokane  
Spokane Transit Authority Interlocal  
Police Department/Public Safety Committee  
December 15, 2015**

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**Subject**

Interlocal agreement with Spokane Transit Authority to provide a police officer based out of the STA Plaza from January 1, 2015 through December 31, 2015. The revenue will be \$86,900.

**Background**

The Police Department has contracted with Spokane Transit Authority to provide the public with police services in the STA Plaza facility and a surrounding service area from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street, or at other locations as mutually agreed to by both parties. STA provides 7 parking spaces, provided the City maintains a staffing level of 7 officers downtown.

**Impact**

These funds will allow us to have a significant impact upon perceived safety in the area surrounding the STA Plaza. The revenue will reimburse SPD for the salary and benefits of a commissioned police officer.

**Action**

Approval

**Funding**

Revenue/Salary Reimbursement

After filing, return to:  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

**INTERLOCAL AGREEMENT FOR POLICE SERVICES  
BETWEEN  
CITY OF SPOKANE AND SPOKANE TRANSIT AUTHORITY  
(OPR 2015-0011)**

THIS INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE TRANSIT AUTHORITY, a Washington State political subdivision and special purpose district, as "STA", whose address is 1230 West Boone Avenue, Spokane, Washington 99201, and jointly referred to as the "Parties".

WHEREAS chapter 39.34 RCW, Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

WHEREAS, STA desires to support the effort of the City of Spokane and the Spokane Police Department to increase the number of officers dedicated to the downtown Spokane area, where STA services are delivered and where its downtown transfer center, The Plaza, is located at 701 W. Riverside Avenue, Spokane, WA; – NOW, THEREFORE,

The Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to enable the City and SPD to provide one (1) additional commissioned City police officer, for the benefit of the public in and around the downtown area, under the following terms and conditions:
  - A. Hours. The officer shall work four (4) days per week, ten (10) hours per day, not to exceed forty (40) hours per week, which includes the officer's use of accrued leave time (sick/injury, vacation, etc.) and training.
  - B. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle at no cost to STA.

C. Specific Location of Service.

- i. The officer shall be based out of the Spokane Police Department downtown substation located at street level on the same block as the STA Plaza.
- ii. The general service area will be from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street, or at other locations as mutually agreed upon by both Parties.
- iii. STA shall provide seven (7) parking spaces in the Plaza garage for City police vehicles, provided the City maintains a staffing level of at least seven (7) officers working out of the downtown substation.

D. Substitution. The officer shall not be removed, replaced, or substituted during the term of this Agreement except as agreed to by the Parties or in the event of illness, disability, vacation, or termination of the officer's employment.

E. Duty Status. While performing services pursuant to this Agreement, the officer is considered to be in an "on duty" status, and shall not be available for other assignments by the City, except in the case of an emergency.

F. Adherence to City Policy and Procedures. While providing services pursuant to the Agreement, the officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policy and procedures at all times.

G. Duty to City: The officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations

2. TERM. The Agreement shall begin January 1, 2015, and run through December 31, 2015, unless terminated earlier. This Agreement may be terminated by either Party at any time upon sixty (60) days written notice to the other Party.

3. COMPENSATION. STA shall pay the City, an amount not to exceed EIGHTY SIX THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$86,900.00), as full compensation for everything furnished and done under this Agreement.

4. PAYMENT. The City shall submit monthly applications for payment to Spokane Transit Authority, 1230 West Boone Avenue, Spokane, Washington 99201. STA shall submit payment within ten (10) days of receipt of invoice and remit to the Spokane Police Department, Administration Office, 1100 West Mallon Avenue, Spokane, Washington 99260-0001. All checks shall be made payable to the City of Spokane.

5. ADMINISTRATOR. This Agreement shall be administered by the Chief Executive Officer of STA.

6. LIABILITY.

A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost, and expense arising out of the negligence of the City, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

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

8. ASSIGNMENT. Neither Party may assign its interest in this Agreement without the express written consent of the other Party.

9. 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.

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: Chief of Police  
Spokane Police Department  
Administration Office  
Public Safety Building  
1100 West Mallon Avenue  
Spokane, Washington 99260-0001

STA: Chief Executive Officer  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

11. INSURANCE. During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

- 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 Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a Party or its insurer(s) to the other Party.

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

13. NONDISCRIMINATION. 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 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.

14. 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.

15. 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.

16. RCW 39.34 REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 2 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 and post it on its internet website. STA shall file this Agreement with the Spokane County Auditor.

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

G. Termination. See provision 2 above.

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



Dated: 1/12/15

CITY OF SPOKANE

By: David A. Condon

Title: David A. Condon  
Mayor  
City of Spokane

Approved as to form:

Pat Dalton  
Assistant City Attorney



Attest: Leni H. Goolsby  
City Clerk

Dated: 1.26.15

SPOKANE TRANSIT AUTHORITY

By: E. Susan Meyer  
E. Susan Meyer, CEO

Attest:

Jan Watson  
Jan Watson, Clerk of the Authority

Approved as to form:

Laura D. McAloon  
Laura D. McAloon, Legal Counsel

01/23/14



**Agenda Sheet for City Council Meeting of:**  
01/06/2014

<b>Date Rec'd</b>	12/18/2013
<b>Clerk's File #</b>	OPR 2014-0012
<b>Renews #</b>	

<b>Submitting Dept</b>	POLICE	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	TIM SCHWERING 625-4109	<b>Project #</b>	
<b>Contact E-Mail</b>	TSCHWERING@SPOKANEPOLICE.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0680-INTERLOCAL WITH SPOKANE TRANSIT AUTHORITY		

**Agenda Wording**  
 Interlocal agreement with Spokane Transit Authority (Spokane, WA) to provide a police officer based out of the STA Plaza from January 1, 2014 through December 31, 2014. The revenue will be \$86,900.00.

**Summary (Background)**  
 This contract will provide the public with police services in the Spokane Transit Authority (STA) Plaza facility surrounding service areas. The areas include; the Spokane River inclusive of Riverfront Park to Interstate 90 and Division Street to Madison Street or other locations as mutually agreed to by both parties. The revenue will reimburse SPD for the salary and benefits of a commissioned police officer.

<b>Fiscal Impact</b>	<b>Budget Account</b>
Revenue \$ 86,900.00	# 0680-11100-21221-34210
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	SCHWERING, TIM	<b>Study Session</b>	12/16/13-Public Safety
<b>Division Director</b>	SCHWERING, TIM	<b>Other</b>	
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>	
<b>Legal</b>	BURNS, BARBARA	ewade	
<b>For the Mayor</b>	SANDERS, THERESA	AChirowamangu	
<b>Additional Approvals</b>		KORlob	
<b>Purchasing</b>		mtoole@spokanetransit.com	

APPROVED BY SPOKANE CITY COUNCIL ON  
 1/16/2014  
 [Signature]  
 SPOKANE CITY CLERK

**Briefing Paper  
City of Spokane  
Spokane Transit Authority Interlocal  
Police Department/Public Safety Committee  
December 16, 2013**

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**Subject**

Interlocal agreement with Spokane Transit Authority to provide a police officer based out of the STA Plaza from January 1, 2014 through December 31, 2014. The revenue will be \$86,900.

**Background**

The Police Department has contracted with Spokane Transit Authority to provide the public with police services in the STA Plaza facility and a surrounding service area from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street, or at other locations as mutually agreed to by both parties.

**Impact**

These funds will allow us to have a significant impact upon perceived safety in the area surrounding the STA Plaza. The revenue will reimburse SPD for the salary and benefits of a commissioned police officer.

**Action**

Approval

**Funding**

Revenue/Salary Reimbursement

After filing, return to:  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

**INTERLOCAL AGREEMENT FOR POLICE SERVICES  
BETWEEN  
CITY OF SPOKANE AND SPOKANE TRANSIT AUTHORITY  
(OPR 2014-0012)**

THIS INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE TRANSIT AUTHORITY, a Washington State political subdivision and special purpose district, as "STA", whose address is 1230 West Boone Avenue, Spokane, Washington 99201, and jointly referred to as the "Parties".

WHEREAS chapter 39.34 RCW, Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

WHEREAS, STA desires to support the effort of the City of Spokane and the Spokane Police Department to increase the number of officers dedicated to the downtown Spokane area, where STA services are delivered and where its downtown transfer center, The Plaza, is located at 701 W. Riverside Avenue, Spokane, WA; -- NOW, THEREFORE,

The Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to enable the City and SPD to provide one (1) additional commissioned City police officer, for the benefit of the public in and around the downtown area, under the following terms and conditions:
  - A. Hours. The officer shall work four (4) days per week, ten (10) hours per day, not to exceed forty (40) hours per week, which includes the officer's use of accrued leave time (sick/injury, vacation, etc.) and training.

- B. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle at no cost to STA.
- C. Specific Location of Service.
- i. The officer shall be based out of the Spokane Police Department downtown substation located at street level on the same block as the STA Plaza.
  - ii. The general service area will be from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street, or at other locations as mutually agreed upon by both Parties.
  - iii. STA shall provide seven (7) parking spaces in the Plaza garage for City police vehicles, provided the the City maintains a staffing level of at least seven (7) officers working out of the downtown substation.
- D. Substitution. The officer shall not be removed, replaced, or substituted during the term of this Agreement except as agreed to by the Parties or in the event of illness, disability, vacation, or termination of the officer's employment.
- E. Duty Status. While performing services pursuant to this Agreement, the officer is considered to be in an "on duty" status, and shall not be available for other assignments by the City, except in the case of an emergency.
- F. Adherence to City Policy and Procedures. While providing services pursuant to the Agreement, the officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policy and procedures at all times.
- G. Duty to City: The officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations
2. TERM. The Agreement shall begin January 1, 2014, and run through December 31, 2014, unless terminated earlier. This Agreement may be terminated by either Party at any time upon sixty (60) days written notice to the other Party.
3. COMPENSATION. STA shall pay the City, an amount not to exceed EIGHTY SIX THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$86,900.00), as full compensation for everything furnished and done under this Agreement.
4. PAYMENT. The City shall submit monthly applications for payment to Spokane Transit Authority, 1230 West Boone Avenue, Spokane, Washington 99201. STA shall submit payment within ten (10) days of receipt of invoice and remit to the Spokane Police

Department, Administration Office, 1100 West Mallon Avenue, Spokane, Washington 99260-0001. All checks shall be made payable to the City of Spokane.

5. ADMINISTRATOR. This Agreement shall be administered by the Chief Executive Officer of STA.

6. LIABILITY.

A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost, and expense arising out of the negligence of the City, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

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

8. ASSIGNMENT. Neither Party may assign its interest in this Agreement without the express written consent of the other Party.

9. 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.

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: Chief of Police  
Spokane Police Department  
Administration Office  
Public Safety Building  
1100 West Mallon Avenue  
Spokane, Washington 99260-0001

STA: Chief Executive Officer  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

11. INSURANCE. During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

- 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 Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a Party or its insurer(s) to the other Party.

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

13. NONDISCRIMINATION. 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 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.

14. 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.

15. 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.

16. RCW 39.34 REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 2 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 and post it on its internet website. STA shall file this Agreement with the Spokane County Auditor.

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

G. Termination. See provision 2 above.

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



Dated: 01.10.2014

CITY OF SPOKANE



By: David A. Condon

Title: David A. Condon  
Mayor  
City of Spokane

Attest:

Approved as to form:

Teri Hester  
City Clerk

[Signature]  
Assistant City Attorney

Dated: 1/16/14

SPOKANE TRANSIT AUTHORITY

By: E. Susan Meyer  
E. Susan Meyer, CEO

Attest:

Approved as to form:

Jan Watson  
Jan Watson, Clerk of the Authority

[Signature]  
Laura D. McAloon, Legal Counsel



**Agenda Sheet for City Council Meeting of:**  
11/26/2012

<b>Date Rec'd</b>	11/14/2012
<b>Clerk's File #</b>	OPR 2012-0913
<b>Renews #</b>	OPR 2011-0981

<b>Submitting Dept</b>	POLICE	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	FRANK SCALISE 625-4429	<b>Project #</b>	
<b>Contact E-Mail</b>	FSCALISE@SPOKANEPOLICE.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0680-SPOKANE TRANSIT AUTHORITY INTERLOCAL AGREEMENT W/SPD		

**Agenda Wording**

Interlocal agreement with Spokane Transit Authority (Spokane) to provide a police officer based out of the STA Plaza from January 1, 2013 through December 31, 2013--\$86,900 reimbursement.

**Summary (Background)**

This contract would provide the public with police services in the Spokane Transit Authority (STA) Plaza facility and surrounding service areas. The areas include the Spokane River inclusive of Riverfront Park to Interstate 90 and Division Street to Madison Street or other locations as mutually agreed to by both parties. The revenue will reimburse SPD for the salary and benefits of a commissioned police officer.

<b>Fiscal Impact</b>		<b>Budget Account</b>
Revenue	\$ 86,900.00	# 0680-11100-21221-34210
Expense	\$ 86,900.00	# 0680-11100-21221-Various
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MEIDL, CRAIG	<b>Study Session</b>	
<b>Division Director</b>	<i>[Signature]</i>	<b>Other</b>	PSC-11/19/12
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>	
<b>Legal</b>	BURNS, BARBARA	ewade	
<b>For the Mayor</b>	FEIST, MARLENE	achirowamangu	
<b>Additional Approvals</b>		agolden	
<b>Purchasing</b>		fscalise	
		JWatson@spokanetransit.com	
		MToole@spokanetransit.com	

APPROVED BY SPOKANE CITY COUNCIL ON

*11/26/2012*  
*[Signature]*  
SPOKANE CITY CLERK

After filing, return to:  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

OPR 2012-0913

**INTERLOCAL AGREEMENT FOR POLICE SERVICES  
BETWEEN  
CITY OF SPOKANE AND SPOKANE TRANSIT AUTHORITY**

THIS INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE TRANSIT AUTHORITY, a Washington State political subdivision and special purpose district, as "STA," whose address is 1230 West Boone Avenue, Spokane, Washington 99201, and jointly referred to as the "Parties."

WHEREAS chapter 39.34 RCW, Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

WHEREAS, the STA desires police services at its passenger transfer center, The Plaza, located at 701 West Riverside Avenue, Spokane, Washington; -- NOW, THEREFORE,

The Parties agree as follows:

1. PURPOSE. The purpose of this agreement is to provide the public with City police services in and around the downtown area where STA services. The City shall provide STA with the exclusive services on one (1) commissioned City police officer, under the following terms and conditions:

A. Hours. The officer shall work four (4) days per week, ten (10) hours per day, not to exceed forty (40) hours per week, which includes the officer's use of accrued leave time (sick/injury, vacation, etc.) and training.

- B. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle at no cost to STA.
- C. Specific Location of Service. The officer shall be based out of the STA Plaza and the service area will be from Spokane River, inclusive of Riverfront Park, to Interstate-90, and Division Street to Madison Street, or at other locations as mutually agreed upon by both Parties. STA shall provide three (3) parking spaces in the Plaza garage for city police vehicles.
- D. Substitution. The officer shall not be removed, replaced, or substituted during the term of this agreement except as agreed to by the Parties or in the event of illness, disability, vacation, or termination of the officer's employment.
- E. Duty Status. While performing services pursuant to this agreement, the officer is considered to be in an "on duty" status, and shall not be available for other assignments by the City, except in the case of an emergency.
- F. Adherence to City Policy and Procedures. While providing services pursuant to the agreement, the officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policy and procedures at all times.
- G. Duty to City: The officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations
2. TERM. The agreement shall begin January 1, 2013, and run through December 31, 2013, unless terminated earlier. This agreement may be terminated by either Party at any time upon sixty (60) days written notice to the other Party.
3. COMPENSATION. STA shall pay the City, an amount not to exceed EIGHTY SIX THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$86,900.00), as full compensation for everything furnished and done under this agreement.
4. PAYMENT. The City shall submit monthly applications for payment to Spokane Transit Authority, 1230 West Boone Avenue, Spokane, Washington 99201. STA shall submit payment within ten (10) days of receipt of invoice and remitted to the Spokane Police Department, Administration Office, 1100 West Mallon Avenue, Spokane, Washington 99260-0001. All checks shall be made payable to the City of Spokane.
5. ADMINISTRATOR. This agreement shall be administered by E. Susan Meyer, CEO for STA.

6. LIABILITY.

- A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost, and expense arising out of the negligence of the City, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
- B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
- C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

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

8. ASSIGNMENT. Neither Party may assign its interest in this agreement without the express written consent of the other Party.

9. 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.

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: Chief of Police  
Spokane Police Department  
Administration Office  
Public Safety Building  
1100 West Mallon Avenue  
Spokane, Washington 99260-0001

STA: E. Susan Meyer, CEO  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

11. INSURANCE. During the term of the agreement, each Party shall maintain in force at its sole 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 Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a Party or its insurer(s) to the other Party.

12. 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.

13. NONDISCRIMINATION. 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 contract 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.

14. 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.

15. 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.

16. RCW 39.34 REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 2 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 and post it on its internet website. STA shall file this agreement with the Spokane County Auditor.

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

G. Termination. See provision 2 above.

H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this agreement shall remain with the acquiring Party upon termination of the agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Dated: 12/11/2012

CITY OF SPOKANE

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

Attest:

Approved as to form:

[Signature]  
City Clerk **Acting**

[Signature]  
Assistant City Attorney

Dated: \_\_\_\_\_



SPOKANE TRANSIT AUTHORITY

By: E. Susan Meyer  
E. Susan Meyer, CEO

Attest:

Approved as to form:

[Signature]  
Jan Watson, Clerk of the Authority

[Signature]  
Laura D. McAloon, Legal Counsel





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/17/2012

<b>PRODUCER</b> Washington State Transit Insurance Pool 2629 12th Court SW  Olympia WA 98502	<b>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201	INSURER A: Washington State Transit Insurance Pool	n/a
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

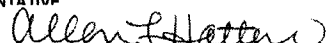
## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	WSTIP2013	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	WSTIP2013	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
A	<b>GARAGE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN EA ACC \$ 5,000,000 AUTO ONLY: AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	Washington State RCW 51	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate Holder is additional insured on General and Automobile Liability As Regards to: interlocal agreement and contract for police services between the City of Spokane and Spokane Transit Authority. See agreement/contract for details. This certificate is valid until 01/01/2014.

<b>CERTIFICATE HOLDER</b>  City of Spokane Spokane Police Department 1100 W Mallon Ave Spokane, WA 99260	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>45</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**Briefing Paper  
City of Spokane  
Spokane Transit Authority Interlocal  
Police Department/Public Safety Committee  
November 19, 2012**

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**Subject**

Interlocal agreement with Spokane Transit Authority to provide a police officer based out of the STA Plaza from January 1, 2013 through December 31, 2013. The revenue will be \$86,900.

**Background**

The Police Department has contracts with Spokane Transit Authority to provide the public with police services in the STA Plaza facility and a surrounding service area from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street, or at other locations as mutually agreed to by both parties.

**Impact**

These funds will allow us to have a significant impact upon perceived safety in the area surrounding the STA Plaza. The revenue will reimburse SPD for the salary and benefits of a commissioned police officer.


**Action**

Approval of Contract

**Funding**

Salary Expense reimbursement

01/20/12  
88

 <b>Agenda Sheet for City Council Meeting of:</b> 12/19/2011		<b>Date Rec'd</b> 12/5/2011
		<b>Clerk's File #</b> OPR 2011-0981
		<b>Renews #</b> OPR 2010-0976
<b>Submitting Dept</b>	POLICE	<b>Cross Ref #</b>
<b>Contact Name/Phone</b>	CRAIG MEIDL 625-4117	<b>Project #</b>
<b>Contact E-Mail</b>	CMEIDL@SPOKANEPOLICE.ORG	<b>Bid #</b>
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>
<b>Agenda Item Name</b>	0680-INTERLOCAL WITH SPOKANE TRANSIT AUTHORITY	
<b>Agenda Wording</b> Interlocal agreement with Spokane Transit Authority (Spokane, WA) to provide a police officer based out of the STA Plaza from January 1, 2012 through December 31, 2012. The revenue will be \$86,900.00.		
<b>Summary (Background)</b> This contract will provide the public with police services in the Spokane Transit Authority (STA) Plaza facility surrounding service areas. The areas include; the Spokane River inclusive of Riverfront Park to Interstate 90 and Division Street to Madison Street or other locations as mutually agreed to by both parties. The revenue will reimburse SPD for the salary and benefits of a commissioned police officer.		
<b>Fiscal Impact</b>		<b>Budget Account</b>
Revenue	\$ 86,900.00	# 0680-11100-21221-34210
Select	\$	#
Select	\$	#
Select	\$	#
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	MEIDL, CRAIG	<b>Study Session</b> Public Safety Committee 12/19/11
<b>Division Director</b>		<b>Other</b>
<b>Finance</b>	LESERNE, MICHELE	<b>Distribution List</b>
<b>Legal</b>	BURNS, BARBARA	achirowamangu
<b>For the Mayor</b>	WEBSTER, DOROTHY	ewade
<b>Additional Approvals</b>		agolden
<b>Purchasing</b>		smeyer@spokanetransit.com
		mtoole@spokanetransit.com

APPROVED BY SPOKANE CITY COUNCIL

on  
12/19/2011  
*[Signature]*  
SPOKANE CITY CLERK

After filing, return to:  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

**INTERLOCAL AGREEMENT FOR POLICE SERVICES  
BETWEEN  
CITY OF SPOKANE AND SPOKANE TRANSIT AUTHORITY**

THIS INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE TRANSIT AUTHORITY, a Washington State political subdivision and special purpose district, as "STA," whose address is 1230 West Boone Avenue, Spokane, Washington 99201, and jointly referred to as the "Parties."

WHEREAS chapter 39.34 RCW, Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

WHEREAS, the STA desires police services at its passenger transfer center, The Plaza, located at 701 West Riverside Avenue, Spokane, Washington; -- NOW, THEREFORE,

The Parties agree as follows:

1. PURPOSE. The purpose of this agreement is to provide the public with City police services in and around the downtown area where STA services. The City shall provide STA with the exclusive services on one (1) commissioned City police officer, under the following terms and conditions:
  - A. Hours. The officer shall work four (4) days per week, ten (10) hours per day, not to exceed forty (40) hours per week, which includes the officer's use of accrued leave time (sick/injury, vacation, etc.) and training.

- B. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle at no cost to STA.
- C. Specific Location of Service. The officer shall be based out of the STA Plaza and the service area will be from Spokane River, inclusive of Riverfront Park, to Interstate-90, and Division Street to Madison Street, or at other locations as mutually agreed upon by both Parties. STA shall provide three (3) parking spaces in the Plaza garage for city police vehicles.
- D. Substitution. The officer shall not be removed, replaced, or substituted during the term of this agreement except as agreed to by the Parties or in the event of illness, disability, vacation, or termination of the officer's employment.
- E. Duty Status. While performing services pursuant to this agreement, the officer is considered to be in an "on duty" status, and shall not be available for other assignments by the City, except in the case of an emergency.
- F. Adherence to City Policy and Procedures. While providing services pursuant to the agreement, the officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policy and procedures at all times.
- G. Duty to City: The officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations
2. TERM. The agreement shall begin January 1, 2012, and run through December 31, 2012, unless terminated earlier. This agreement may be terminated by either Party at any time upon sixty (60) days written notice to the other Party.
3. COMPENSATION. STA shall pay the City, an amount not to exceed EIGHTY SIX THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$86,900.00), as full compensation for everything furnished and done under this agreement.
4. PAYMENT. The City shall submit monthly applications for payment to Spokane Transit Authority, 1230 West Boone Avenue, Spokane, Washington 99201. STA shall submit payment within ten (10) days of receipt of invoice and remitted to the Spokane Police Department, Administration Office, 1100 West Mallon Avenue, Spokane, Washington 99260-0001. All checks shall be made payable to the City of Spokane.
5. ADMINISTRATOR. This agreement shall be administered by E. Susan Meyer, CEO for STA.

6. LIABILITY.

- A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost, and expense arising out of the negligence of the City, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
- B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
- C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

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

8. ASSIGNMENT. Neither Party may assign its interest in this agreement without the express written consent of the other Party.

9. 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.

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: Chief of Police  
Spokane Police Department  
Administration Office  
Public Safety Building  
1100 West Mallon Avenue  
Spokane, Washington 99260-0001

STA: E. Susan Meyer, CEO  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

11. INSURANCE. During the term of the agreement, each Party shall maintain in force at its sole 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 Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a Party or its insurer(s) to the other Party.

12. 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.

13. NONDISCRIMINATION. 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 contract 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.



14. 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.

15. 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.

16. RCW 39.34 REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 2 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 and post it on its internet website. STA shall file this agreement with the Spokane County Auditor.

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

G. Termination. See provision 2 above.

H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this agreement shall remain with the acquiring Party upon termination of the agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Dated: 1/17/2012

By: *David A. Cole*  
Title: Mayor

CITY OF SPOKANE

By: *Shirley J. Rhodes*  
Title: City Administrator

Attest:

*Yoni R. Guster*  
City Clerk

Approved as to form:

*B. Burns*  
Assistant City Attorney



Attest:

*Jan Watson*  
Jan Watson, Clerk of the Authority

SPOKANE TRANSIT AUTHORITY

By: *E. Susan Meyer*  
E. Susan Meyer, CEO

Approved as to form:

*Laura D. McAloon*  
Laura D. McAloon, Legal Counsel



January 7, 2011

COUNCIL ACTION MEMORANDUM

RE: APPROVAL OF JANUARY 10, 2011, CONSENT AGENDA ITEMS

During its 3:30 p.m. Administrative Session held Monday, January 10, 2011, upon consideration of the January 10, 2011, Consent Agenda, the following actions were taken:

**Motion** by Council Member Corker, seconded by Council Member McLaughlin, **to approve** the following January 10, 2011, Consent Agenda items (with the exception of Items 2 and 13 which were considered separately); **carried unanimously**:

1. Authorization to increase the Contract amount and add 42 working days for Phase 1 of the Havana Street Bridge Project—\$439,806.06. Total Contract to Date: \$1,087,337.40. (OPR 09-868; ENG 2004062)
2. (Low Responsive Bid Contract with Spokane Rock Products, Inc. was considered separately. See separate Council action below.)
3. Low Bid Purchase meeting specifications of Norco, Inc. (Spokane) for Compressed Gases for miscellaneous departments for a five-year period—estimated \$150,000 (including tax). (OPR 10-971; BID 3730-10)
4. Three-year Lease Extension with Pitney Bowes (Spokane) for the 8 Series Inserting System utilizing the Washington State Contract #06907/OFF22 from March 1, 2011 through February 28, 2014—estimated annual expenditure \$39,966.82 (including tax). (OPR 05-884)
5. Authorization to exercise third-year option of three-year Contract with Microsoft, Inc. for purchase of Right-to-use Licenses for City desktop and laptop computers utilizing State Department of Information Services

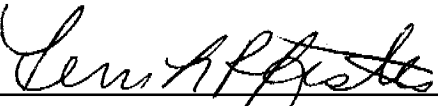
agreement for select Microsoft products from January 1, 2011 through December 31, 2011—\$234,967.76 (including tax). (OPR 08-1141)

6. Authorization to exercise second-year option of five-year contract with XO Communications (Sandy, UT) for Dial Tone, Point-to-Point and Long Distance Services from January 1, 2011 through December 31, 2011—estimated \$124,000 (plus tax). (OPR 09-33; RFP 3550-08)
7. Authorization to exercise third year of five-year Contract with Cerium Networks, Inc. (Spokane) for Maintenance of Cisco SmartNet equipment throughout the City from January 1, 2011 through December 31, 2011—estimated annual expenditure \$315,000. (OPR 09-1065)
8. Contract with Integra Information Technologies, Inc. (Boise, ID) that includes Software Assurance for Cardiff/Hyland and Hardware Maintenance for equipment located at various City departments from January 1, 2011 through December 31, 2011—\$61,704.65 (including tax). (OPR 10-972)
9. Contract with Advanced Systems Group (Thornton, CO) for 24/7 Hitachi Hardware and Software Maintenance Support from January 1, 2011 through December 31, 2011—\$61,467.09 (including tax). (OPR 10-973)
10. Approval to Purchase PC, Laptop, and Mobile Data Hardware Equipment from Dell Marketing, LP (Austin, TX) from January 1, 2011 through December 31, 2011—Approximately \$300,000 (plus tax and shipping). (OPR 10-974)
11. Contract with Oracle America, Inc. (Redwood Shores, CA) for Enterprise Edition Database Processor Support and Named User Perpetual Licenses Support with Update Subscription Service from February 1, 2011 through January 31, 2012—\$87,555.67 (including tax). (OPR 10-975)
12. Interlocal Agreement with Spokane Transit Authority (Spokane) to provide a police officer based out of the STA Plaza from January 1, 2011 through December 31, 2011—\$86,900 revenue. (OPR 10-976)


13. (Contract Extension with Wheelabrator Spokane, Inc. was considered separately. See separate Council action below.)
14. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through January 3, 2011, total \$4,817,768.96 (Warrant Nos.: 420940-421162; ACH Payment Nos. 2639-2675), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,651,428. (CPR 11-02)

**Motion** by Council Member Corker, seconded by Council Member McLaughlin, **to approve** the Low Responsive Bid of Spokane Rock Products, Inc. (Spokane) for Riverside Extension Phase 1 (and authorize contract)—\$3,766,223.56. An administrative reserve of \$376,622.36, which is 10% of the contract price, will be set aside. **Motion carried 5-2 (Council Members Apple and Rush voting “no”).** (PRO 10-39; ENG 2004047)

**Motion** by Council Member Rush, seconded by Council Member Corker, **to approve** and authorize Contract Extension with Wheelabrator Spokane, Inc. (Spokane) for operations and maintenance of the Waste-to-Energy Facility through November 16, 2014—annual expenditure \$25,200,000 (including tax). **Motion carried 6-1 (Council Member Apple voting “no”).** (OPR 87-585)

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

01/20/11 38

<b>CITY OF SPOKANE</b> 		<b>Agenda Sheet for City Council Meeting of*</b> <input type="text" value="01/10/2011"/>	<input checked="" type="radio"/> <b>Date Rec'd</b> <small>(Clerk use only)</small>	<input type="text" value="12/28/2010"/>
<input checked="" type="radio"/> <b>Status: CLERK REVIEW</b>		<input checked="" type="radio"/> <b>Clerk's File #</b>	<input type="text" value="OPR 2010-0976"/>	
		<input checked="" type="radio"/> <b>Renews #</b>	<input type="text" value="OPR 2009-1026"/>	

<b>Submitting Dept*:</b>	<input type="text" value="POLICE"/>	<input checked="" type="radio"/> <b>Cross Ref #</b>	<input type="text"/>
<b>Contact Name &amp; Phone*:</b>	<input type="text" value="SCOTT JOHNSON"/> <input type="text" value="625-4117"/>	<input checked="" type="radio"/> <b>Project #</b>	<input type="text"/>
<input checked="" type="radio"/> <b>Contact E-Mail*</b>	<input type="text" value="SJOHNSON@SPOKANEPOLICE.ORG"/>	<input checked="" type="radio"/> <b>Bid #</b>	<input type="text"/>
<input checked="" type="radio"/> <b>Add'l Docs Attached?</b> <input checked="" type="checkbox"/>	<input type="text" value="Contract Item"/>	<input checked="" type="radio"/> <b>Requisition #</b>	<input type="text"/>

**Agenda Item Name:** Begin with Dept #

**Agenda Wording\*:** ( character max)  Additional attached?  
 Interlocal agreement with Spokane Transit Authority (Spokane) to provide a police officer based out of the STA Plaza from January 1, 2011 through December 31, 2011--\$86,900 revenue.

**Summary (Background)\*:** ( character max.)  Additional attached?  
 This contract would provide the public with police services in the Spokane Transit Authority (STA) Plaza facility and surrounding service areas. The areas include the Spokane River inclusive of Riverfront Park to Interstate 90 and Division Street to Madison Street or other locations as mutually agreed to by both parties. The revenue will reimburse SPD for the salary and benefits of a commissioned police officer.

<input checked="" type="radio"/> <b>Fiscal Impact</b>	<input type="checkbox"/> <b>Budget Account</b> <input type="checkbox"/> Additional attached?
Revenue <input type="text" value="\$ 86,900.00"/>	# <input type="text" value="0680-11100-21221-34210"/>
Select <input type="text" value="\$"/>	# <input type="text"/>
Select <input type="text" value="\$"/>	# <input type="text"/>
Select <input type="text" value="\$"/>	# <input type="text"/>

<input checked="" type="radio"/> <b>Approvals</b>	<input checked="" type="radio"/> <b>Council Notifications (Date)</b>
Dept Head <input type="text" value="JOHNSON, SCOTT"/>	Study Session <input type="text" value="12/20/2010"/>
Division Director <input type="text"/>	Other <input type="text"/>

Finance <input type="text" value="LESESNE, MICHELE"/>	<input checked="" type="radio"/> <b>Distribution List</b> (Emails preferred) <input type="checkbox"/> Additional?
Legal <input type="text" value="BURNS, BARBARA"/>	<input type="text" value="ewade"/>
For the Mayor <input type="text" value="WILLIAMS, BOBBY"/>	<input type="text" value="agolden"/>

<input checked="" type="radio"/> <b>Additional Approvals</b>	<input type="text" value="Mtoole@spokanetransit.com"/>
Purchasing <input type="text"/>	<input type="text" value="SMeyer@spokanetransit.com"/>
Select Dept 1 <input type="text"/>	<input type="text" value="Contract Accounting"/>
Select Dept 2 <input type="text"/>	<input type="text"/>
Select Dept 3 <input type="text"/>	<input type="text"/>

After filing, return to:  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

**INTERLOCAL AGREEMENT FOR POLICE SERVICES  
BETWEEN  
CITY OF SPOKANE AND SPOKANE TRANSIT AUTHORITY**  
OPR 2010-0976

THIS INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE TRANSIT AUTHORITY, a Washington State political subdivision and special purpose district, as "STA," whose address is 1230 West Boone Avenue, Spokane, Washington 99201, and jointly referred to as the "Parties."

WHEREAS chapter 39.34 RCW, Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

WHEREAS, the STA desires police services at its passenger transfer center, The Plaza, located at 701 West Riverside Avenue, Spokane, Washington; -- NOW, THEREFORE,

The Parties agree as follows:

1. **PURPOSE.** The purpose of this agreement is to provide the public with City police services in and around the downtown area where STA services. The City shall provide STA with the exclusive services on one (1) commissioned City police officer, under the following terms and conditions:
  - A. **Hours.** The officer shall work four (4) days per week, ten (10) hours per day, not to exceed forty (40) hours per week, which includes the officer's use of accrued leave time (sick/injury, vacation, etc.) and training.

- B. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle at no cost to STA.
- C. Specific Location of Service. The officer shall be based out of the STA Plaza and the service area will be from Spokane River, inclusive of Riverfront Park, to Interstate-90, and Division Street to Madison Street, or at other locations as mutually agreed upon by both Parties. STA shall provide three (3) parking spaces in the Plaza garage for city police vehicles.
- D. Substitution. The officer shall not be removed, replaced, or substituted during the term of this agreement except as agreed to by the Parties or in the event of illness, disability, vacation, or termination of the officer's employment.
- E. Duty Status. While performing services pursuant to this agreement, the officer is considered to be in an "on duty" status, and shall not be available for other assignments by the City, except in the case of an emergency.
- F. Adherence to City Policy and Procedures. While providing services pursuant to the agreement, the officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policy and procedures at all times.
- G. Duty to City: The officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations
2. TERM. The agreement shall begin January 1, 2011, and run through December 31, 2011, unless terminated earlier. This agreement may be terminated by either Party at any time upon sixty (60) days written notice to the other Party.
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4. PAYMENT. The City shall submit monthly applications for payment to Spokane Transit Authority, 1230 West Boone Avenue, Spokane, Washington 99201. STA shall submit payment within ten (10) days of receipt of invoice and remitted to the Spokane Police Department, Administration Office, 1100 West Mallon Avenue, Spokane, Washington 99260-0001. All checks shall be made payable to the City of Spokane.
5. ADMINISTRATOR. This agreement shall be administered by E. Susan Meyer, CEO for STA.



6. LIABILITY.

- A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost, and expense arising out of the negligence of the City, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
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CITY: Chief of Police  
Spokane Police Department  
Administration Office  
Public Safety Building  
1100 West Mallon Avenue  
Spokane, Washington 99260-0001

STA: E. Susan Meyer, CEO  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

11. **INSURANCE.** During the term of the agreement, each Party shall maintain in force at its sole 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 Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a Party or its insurer(s) to the other Party.

12. **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.

13. **NONDISCRIMINATION.** 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 contract 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.

14. 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.

15. 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.

16. RCW 39.34 REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 2 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 and post it on its internet website. STA shall file this agreement with the Spokane County Auditor.

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

G. Termination. See provision 2 above.

H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this agreement shall remain with the acquiring Party upon termination of the agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Dated: 1/18/11

CITY OF SPOKANE

By: [Signature]  
Title: Thomas E. Danek, Jr.  
City Administrator  
City of Spokane

Attest:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney

Dated: \_\_\_\_\_



Attest:

[Signature]  
Jan Watson, Clerk of the Authority

SPOKANE TRANSIT AUTHORITY

By: [Signature], CFO for  
E. Susan Meyer, CEO

Approved as to form:

\_\_\_\_\_  
Laura D. McAloon, Legal Counsel

01/09/2010  
208

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

RECEIVED  
DEC 10 2009  
CITY CLERK'S OFFICE  
SPokane, WA  
Sh04.25.2008  
SPOKANE

Submitting Dept.  
Police

Contact Person/Phone No.  
Scott Johnson x4117

Council Sponsor  
Public Safety Committee

**ADMINISTRATIVE SESSION**

- Contract
- Report
- Claims

**LEGISLATIVE SESSION**

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

**CITY PRIORITY**

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

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

DPR 2009-1026  
(OBR 2008-1147)

**STANDING COMMITTEES**

(Date of Notification)

- Finance \_\_\_\_\_
- Neighborhoods \_\_\_\_\_
- Planning/Community & Econ Dev \_\_\_\_\_
- Public Safety 12/21/09
- Public Works \_\_\_\_\_

Neighborhood/Commission/Committee Notified:

Action Taken:

**AGENDA**

**WORDING:**

(If contract, include the term.)

Interlocal Agreement between Spokane Transit Authority (STA) and the Spokane Police Department for an SPD officer based out of the STA Plaza from January 1, 2010 through December 31, 2010. Contract amount is \$86,912.62.

**BACKGROUND:**

(Attach additional sheet if necessary)

The City of Spokane will provide STA with the exclusive services of one commissioned officer to provide the public with police services in the STA Plaza facility and a surrounding service area from the Spokane River, inclusive of Riverfront Park, to Interstate I-90, and Division Street to Madison Street, or at other locations as mutually agreed to by both parties. The City will be reimbursed for the salary and benefits of the officer.

**RECOMMENDATION:** Approval

**Fiscal Impact:**  N/A

**Budget Account:**  N/A

Expenditure: \$

#

Revenue: \$

#0680-11100-21221-34210

Budget Neutral

**ATTACHMENTS:** Include in Packets: Interlocal Agreement


On file for Review in Office of City Clerk:

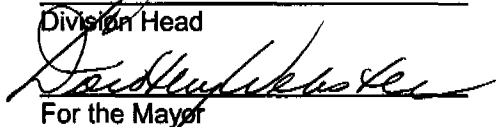
**SIGNATURES:**


  
Department Head

Division Head

  
Finance

  
Legal

  
For the Mayor

  
Council President

**DISTRIBUTION:** Budget Control  
Finance

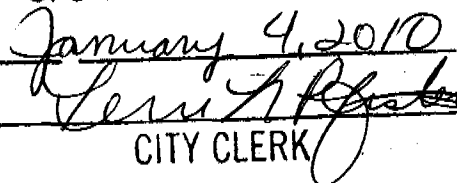
Police – Gwen Delarosa  
Accounting – Angela Golden

Spokane Transit Authority  
1230 W Boone Ave  
Spokane WA 99201

**COUNCIL ACTION:**

December 14, 2009: See Council Action Memorandum dated December 21, 2009.

APPROVED BY  
SPOKANE CITY COUNCIL:

  
CITY CLERK

After filing, return to:  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

**INTERLOCAL AGREEMENT FOR POLICE SERVICES  
BETWEEN  
CITY OF SPOKANE AND SPOKANE TRANSIT AUTHORITY**

THIS INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE TRANSIT AUTHORITY, a Washington State political subdivision and special purpose district, as "STA," whose address is 1230 West Boone Avenue, Spokane, Washington 99201, and jointly referred to as the "Parties."

WHEREAS chapter 39.34 RCW, Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

WHEREAS, the STA desires police services at its passenger transfer center, The Plaza, located at 701 West Riverside Avenue, Spokane, Washington; -- NOW, THEREFORE,

The Parties agree as follows:

1. **PURPOSE.** The purpose of this agreement is to provide the public with City police services in and around the downtown area where STA services. The City shall provide STA with the exclusive services on one (1) commissioned City police officer, under the following terms and conditions:
  - A. **Hours.** The officer shall work four (4) days per week, ten (10) hours per day, not to exceed forty (40) hours per week, which includes the officer's use of accrued leave time (sick/injury, vacation, etc.) and training.

- B. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle at no cost to STA.
  - C. Specific Location of Service. The officer shall be based out of the STA Plaza and the service area will be from Spokane River, inclusive of Riverfront Park, to Interstate-90, and Division Street to Madison Street, or at other locations as mutually agreed upon by both Parties. STA shall provide three (3) parking spaces in the Plaza garage for city police vehicles.
  - D. Substitution. The officer shall not be removed, replaced, or substituted during the term of this agreement except as agreed to by the Parties or in the event of illness, disability, vacation, or termination of the officer's employment.
  - E. Duty Status. While performing services pursuant to this agreement, the officer is considered to be in an "on duty" status, and shall not be available for other assignments by the City, except in the case of an emergency.
  - F. Adherence to City Policy and Procedures. While providing services pursuant to the agreement, the officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policy and procedures at all times.
  - G. Duty to City: The officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations
2. TERM. The agreement shall begin January 1, 2010, and run through December 31, 2010, unless terminated earlier. This agreement may be terminated by either Party at any time upon sixty (60) days written notice to the other Party.
3. COMPENSATION. STA shall pay the City, an amount not to exceed EIGHTY SIX THOUSAND NINE HUNDRED TWELVE AND 62/100 DOLLARS (\$86,912.62), as full compensation for everything furnished and done under this agreement.
4. PAYMENT. The City shall submit monthly applications for payment to Spokane Transit Authority, 1230 West Boone Avenue, Spokane, Washington 99201. STA shall submit payment within ten (10) days of receipt of invoice and remitted to the Spokane Police Department, Administration Office, 1100 West Mallon Avenue, Spokane, Washington 99260-0001. All checks shall be made payable to the City of Spokane.
5. ADMINISTRATOR. This agreement shall be administered by E. Susan Meyer, CEO for STA.

6. LIABILITY.

- A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost, and expense arising out of the negligence of the City, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
- B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
- C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

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

8. ASSIGNMENT. Neither Party may assign its interest in this agreement without the express written consent of the other Party.

9. 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.

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: Chief of Police  
Spokane Police Department  
Administration Office  
Public Safety Building  
1100 West Mallon Avenue  
Spokane, Washington 99260-0001

STA: E. Susan Meyer, CEO  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

11. INSURANCE. During the term of the agreement, each Party shall maintain in force at its sole 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 Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a Party or its insurer(s) to the other Party.

12. 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.

13. NONDISCRIMINATION. 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 contract 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.

14. 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.

15. 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.

16. RCW 39.34 REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 2 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 and post it on its internet website. STA shall file this agreement with the Spokane County Auditor.

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

G. Termination. See provision 2 above.

H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this agreement shall remain with the acquiring Party upon termination of the agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Dated: 1/7/2010

CITY OF SPOKANE

By: [Signature]  
Title: Thomas E. Danek, Jr.  
City Administrator  
City of Spokane

Attest:

Approved as to form:

[Signature]  
City Clerk

[Signature]  
Assistant City Attorney

Dated: \_\_\_\_\_



SPOKANE TRANSIT AUTHORITY

By: [Signature]  
E. Susan Meyer, CEO

Attest:

Approved as to form:

[Signature]  
Jan Watson, Clerk of the Authority

[Signature]  
Laura D. McAloon, Legal Counsel

01/14/09

# AGENDA SHEET FOR COUNCIL MEETING OF: January 12, 2009

RECEIVED  
DEC 31 2008  
CITY CLERK'S OFFICE  
SPokane, WA  
AgSht04.25.2008  
CITY OF SPOKANE

Submitting Dept.  
Police

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

Council Sponsor  
Joe Shogan

### ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

### LEGISLATIVE SESSION

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

### CITY PRIORITY

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

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

OPR 2008-0957

n/a

OPR 2008-1147

### STANDING COMMITTEES

(Date of Notification)

- Finance
- Neighborhoods
- Planning/Community & Econ Dev
- Public Safety 12/15/08
- 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 Spokane Transit Authority (STA) for an SPD officer based out of the STA Plaza from January 1, 2009 through December 31, 2009. STA will reimburse the City of Spokane. Revenue for 2008 is \$42,182.40 January 1, 2009 through June 30, 2009. \$42,604.23 July 1, 2009 through December 31, 2009. Total contract not to exceed \$84,786.63.

### BACKGROUND:

(Attach additional sheet if necessary)

The City of Spokane will provide STA with the exclusive services of one commissioned officer to provide the public with police services in the STA Plaza facility and a surrounding service area from the Spokane River, inclusive of Riverfront Park, to Interstate I-90, and Division Street to Madison Street, or at other locations as mutually agreed to by both parties. The City will bill the STA monthly in prorate amounts, which reimburses the City for the salary and benefits of the officer.

### RECOMMENDATION:

Fiscal Impact:  N/A

Budget Account:  N/A

Expenditure: \$

#

Revenue: \$84,786.63

# 0680-11101-21221-34210

Budget Neutral

### ATTACHMENTS: Include in Packets:

On file for Review in Office of City Clerk:

### SIGNATURES:

Joe Moberly  
 Department Head

\_\_\_\_\_  
 Division Director

Pam Moran  
 Finance

[Signature]  
 Legal

\_\_\_\_\_  
 For the Mayor

[Signature]  
 Council President

**DISTRIBUTION:** Accounting  
 Police-  
 gdelarosa@spokanepolice.org

Spokane Transit Authority -  
 jwatson@spokanetransit.com

APPROVED BY

### COUNCIL ACTION:

SPOKANE CITY COUNCIL:

January 12, 2009  
[Signature]  
 CITY CLERK

After filing, return to:  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

**INTERLOCAL AGREEMENT FOR POLICE SERVICES  
BETWEEN  
CITY OF SPOKANE AND SPOKANE TRANSIT AUTHORITY  
(CITY CLERK FILE NUMBER OPR 2008-1147)**

THIS INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE TRANSIT AUTHORITY, a Washington State political subdivision and special purpose district, as "STA," whose address is 1230 West Boone Avenue, Spokane, Washington 99201, and jointly referred to as the "Parties."

WHEREAS chapter 39.34 RCW, Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

WHEREAS, the STA desires police services at its passenger transfer center, The Plaza, located at 701 West Riverside Avenue, Spokane, Washington; -- NOW, THEREFORE,

The Parties agree as follows:

1. PURPOSE. The purpose of this agreement is to provide the public with City police services in and around the downtown area where STA services. The City shall provide STA with the exclusive services on one (1) commissioned City police officer, under the following terms and conditions:
  - A. Hours. The officer shall work four (4) days per week, ten (10) hours per day, not to exceed forty (40) hours per week, which includes the officer's use of accrued leave time (sick/injury, vacation, etc.) and training.

- B. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle at no cost to STA.
- C. Specific Location of Service. The officer shall be based out of the STA Plaza and the service area will be from Spokane River, inclusive of Riverfront Park, to Interstate-90, and Division Street to Madison Street, or at other locations as mutually agreed upon by both Parties. STA shall provide three (3) parking spaces in the Plaza garage for city police vehicles.
- D. Substitution. The officer shall not be removed, replaced, or substituted during the term of this agreement except as agreed to by the Parties or in the event of illness, disability, vacation, or termination of the officer's employment.
- E. Duty Status. While performing services pursuant to this agreement, the officer is considered to be in an "on duty" status, and shall not be available for other assignments by the City, except in the case of an emergency.
- F. Adherence to City Policy and Procedures. While providing services pursuant to the agreement, the officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policy and procedures at all times.
- G. Duty to City: The officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations

2. TERM. The agreement shall begin January 1, 2009, and run through December 31, 2009, unless terminated earlier. This agreement may be terminated by either Party at any time upon sixty (60) days written notice to the other Party.

3. COMPENSATION. STA shall pay the City, in accordance with the following:

- ✓ January 1, 2009 – June 30, 2009      \$42,182.40
- ✓ July 1, 2009 – December 31, 2009      \$42,604.23

For a total contract not to exceed EIGHTY-FOUR THOUSAND SEVEN HUNDRED EIGHTY-SIX AND 63/100 DOLLARS (\$84,786.63), as full compensation for everything furnished and done under this agreement.

4. PAYMENT. The City shall submit monthly applications for payment to Spokane Transit Authority, 1230 West Boone Avenue, Spokane, Washington 99201. STA shall submit payment within ten (10) days of receipt of invoice and remitted to the Spokane Police Department, Administration Office, 1100 West Mallon Avenue, Spokane, Washington 99260-0001. All checks shall be made payable to the City of Spokane.

5. ADMINISTRATOR. This agreement shall be administered by E. Susan Meyer, CEO for STA.

6. LIABILITY.

A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost, and expense arising out of the negligence of the City, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

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9. 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.

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: Chief of Police  
Spokane Police Department  
Administration Office  
Public Safety Building  
1100 West Mallon Avenue  
Spokane, Washington 99260-0001

STA: E. Susan Meyer, CEO  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

11. INSURANCE. During the term of the agreement, each Party shall maintain in force at its sole 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 Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a Party or its insurer(s) to the other Party.

12. 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.



13. NONDISCRIMINATION. 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 contract 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.

14. 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.

15. 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.

16. RCW 39.34 REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 2 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 and post it on its internet website. STA shall file this agreement with the Spokane County Auditor.

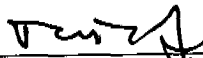
F. Financing. Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes (only) affecting this agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

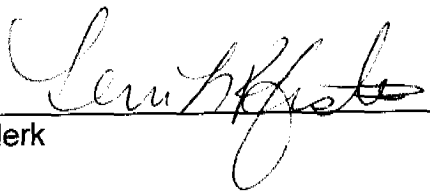
G. Termination. See provision 2 above.


H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this agreement shall remain with the acquiring Party upon termination of the agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

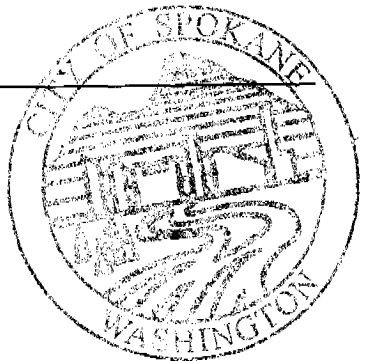
Dated: 11/15/09

CITY OF SPOKANE

By:   
Title: Thomas E. Danek, Jr.  
City Administrator  
City of Spokane

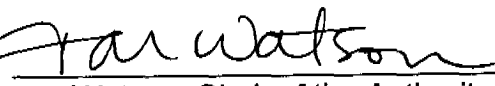
Attest:  
  
City Clerk

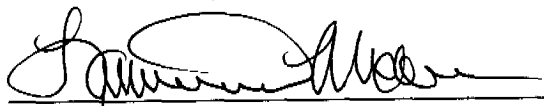
Approved as to form:  
  
Assistant City Attorney

Dated: \_\_\_\_\_  


SPOKANE TRANSIT AUTHORITY

By:   
E. Susan Meyer, CEO

Attest:  
  
Jan Watson, Clerk of the Authority

Approved as to form:  
  
Laura D. McAloon, Legal Counsel

RECEIVED

2014  
AgSht01-18-2006



**AGENDA SHEET FOR COUNCIL MEETING OF: December 11, 2006**

NOV 30 2006

Submitting Dept.  
Police

Contact Person/Phone No.  
Jim Nicks

CITY CLERK'S OFFICE  
Council Sports  
SPOKANE, WA  
Joe Shogan

**ADMINISTRATIVE SESSION**

- Contract
- Report
- Claims

**LEGISLATIVE SESSION**

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

**CITY PRIORITY**

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

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

OPR 2005-0781

OPR 2006-0957

n/a

n/a

Neighborhood/Commission/Committee Notified:  
Public Safety Committee  
 Action Taken:

**STANDING COMMITTEES**

(Date of Notification)

- Finance
- Neighborhoods
- Planning/Community & Econ Dev
- Public Safety 11/20/06
- Public Works

**AGENDA**

**WORDING:**

(If contract, include the term.)

Interlocal Agreement with the Spokane Transit Authority (STA) for an SPD officer based out of the STA Plaza from January 1, 2007 through December 31, 2007. STA will reimburse the City of Spokane. Revenue in 2007 is \$78,000.00.

**BACKGROUND:**

(Attach additional sheet if necessary)

The City of Spokane will provide STA with the exclusive services of one commissioned officer to provide the public with police services in the STA Plaza facility and a surrounding service area from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street, or at other locations as mutually agreed to by both parties. The City will bill the STA monthly in prorate amounts, which reimburses the City for the salary and benefits of the officer.

**RECOMMENDATION:** Approve

**Fiscal Impact:** o N/A

**Budget Account:** o N/A

Expenditure: \$

#

Revenue: \$78,000.00

#0680-11101-21221-34210

Budget Neutral

**ATTACHMENTS:** Include in Packets: Interlocal Agreement (copy)

On file for Review in Office of City Clerk:

**SIGNATURES:**

Department Head

Division Director

Finance

Legal

Deputy Mayor for Mayor

Council President

**DISTRIBUTION:**

- Accounting
- Police-  
probbins@spokanepolice.org
- Spokane Transit Authority

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

December 11, 2006  
  
 CITY CLERK

nh

After filing, return to:  
City Clerk  
City of Spokane  
Fifth Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

**INTERLOCAL AGREEMENT FOR POLICE SERVICES  
BETWEEN  
CITY OF SPOKANE AND SPOKANE TRANSIT AUTHORITY**

THIS INTERLOCAL AGREEMENT, as "agreement," is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE TRANSIT AUTHORITY, a Washington State political subdivision and special purpose district, as "STA," whose address is 1230 West Boone Avenue, Spokane, Washington 99201, and jointly referred to as the "Parties."

WHEREAS Chapter 39.34 RCW, Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

WHEREAS, the STA desires police services at its passenger transfer center, The Plaza, located at 701 West Riverside Avenue, Spokane, Washington; – NOW, THEREFORE,

The Parties agree as follows:

1. PURPOSE. The purpose of this agreement is to provide the public with City police services in and around the downtown area where STA services. The City shall provide STA with the exclusive services on one (1) commissioned City police officer, under the following terms and conditions:
  - A. Hours. The officer shall work four (4) days per week, ten hours per day, not to exceed forty (40) hours per week, which includes the officer's use of accrued leave time (sick/injury, vacation, etc.) and training.

- B. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle at no cost to STA.
- C. Specific Location of Service. The officer shall be based out of the STA Plaza and the service area will be from the Spokane River, inclusive of Riverfront Park, to Interstate-90, and Division Street to Madison Street, or at other locations as mutually agreed upon by both Parties. STA shall provide three (3) parking spaces in the Plaza garage for City police vehicles.
- D. Substitution. The officer shall not be removed, replaced, or substituted during the term of this agreement except as agreed to by the Parties or in the event of illness, disability, vacation, or termination of the officer's employment.
- E. Duty Status. While performing services pursuant to this agreement, the officer is considered to be in an "on duty" status, and shall not be available for other assignments by the City, except in the case of an emergency.
- F. Adherence to City Policy and Procedures. While providing services pursuant to the agreement, the Officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policy and procedures at all
- G. Duty to City: The officer has a primary obligation to the City to discharge all duties of her or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations

2. TERM. The agreement shall begin January 1, 2007 and run through December 31, 2007, unless terminated earlier. This agreement may be terminated by either Party at any time upon sixty (60) days written notice to the other Party.

3. COMPENSATION. STA shall pay the City in accordance with the following fee schedule:

✓	January 1, 2007 – December 31, 2007	\$ 78,000.00
---	-------------------------------------	--------------

4. PAYMENT. The City shall submit monthly applications for payment to Spokane Transit Authority, 1230 West Boone Avenue, Spokane, Washington 99201. STA shall submit payment within ten (10) days of receipt of invoice and remitted to the Spokane Police Department, Administration Office, 1100 West Mallon Avenue, Spokane, Washington 99260-0001. All checks shall be made payable to the City of Spokane.

5. ADMINISTRATOR. This agreement shall be administered by E. Susan Meyer, CEO for STA.

6. LIABILITY.

- A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
- B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
- C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

7. 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: Spokane Police Department  
Administration Office  
Public Safety Building  
1100 West Mallon Avenue  
Spokane, Washington 99260-0001

STA: E. Susan Meyer, CEO  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

8. **INSURANCE.** During the term of the agreement, each Party shall maintain in force at its sole 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 Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written Notice from each Party or its insurer(s) to the other Party.

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

10. **ASSIGNMENT.** Neither Party may assign its interest in this agreement without the express written consent of the other Party.

11. **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.

12. **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.

13. **NONDISCRIMINATION.** 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 contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

14. **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.

15. 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.

16. RCW 39.34 REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 2 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. STA shall file this agreement with the Spokane County Auditor.

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

G. Termination. See provision 2 above.

H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this agreement shall remain with the acquiring Party upon termination of the agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Dated: December 27, 2006

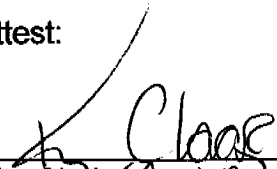
CITY OF SPOKANE



By:  Dale Maddox   
for Deputy Mayor



Attest:

  
City Clerk (ACTING)

Approved as to form:

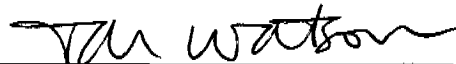
  
Assistant City Attorney

Dated: December 20, 2006

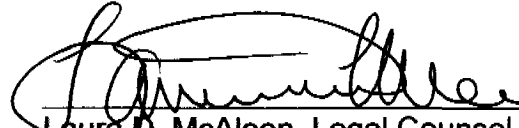
SPOKANE TRANSIT AUTHORITY

By:   
E. Susan Meyer, CEO

Attest:

  
Jan Watson, Clerk of the Authority

Approved as to form:

  
Laura D. McAloon, Legal Counsel

37c56



# AGENDA SHEET FOR COUNCIL MEETING OF: October 17, 2005

Submitting Dept.  
POLICE

Contact Person  
JIM NICKS

Phone No.  
625-4026

**ADMINISTRATIVE SESSION**

- Contract
- Report
- Claims

**LEGISLATIVE SESSION**

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

**CITY PRIORITY**

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

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

09/09/05  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STANDING COMMITTEES**

(Date of Notification)

- Finance \_\_\_\_\_
- Neighborhoods \_\_\_\_\_
- Planning/Community & Econ Dev \_\_\_\_\_

- Public Safety 09/19/05
- Public Works \_\_\_\_\_

Neighborhood/Commission/Committee Notified:  
Public Safety Committee  
Action Taken: \_\_\_\_\_

**AGENDA WORDING:**

Interlocal Agreement with the Spokane Transit Authority (STA) for an SPD officer based out of the STA Plaza from October 23, 2005 through December 31, 2006. STA will reimburse the City of Spokane. Revenue in 2005 is \$14,423.10; 2006 is \$75,000.00.

**BACKGROUND:**

(Attach additional sheet if necessary)

The City of Spokane will provide STA with the exclusive services of one commissioned officer to provide the public with police services in the STA Plaza Facility and a surrounding service area from Spokane Falls Blvd. to First Ave. and Washington Street to Monroe Street, or at other locations as mutually agreed to by the Spokane Police Department and STA. The City will bill the STA monthly in prorated amounts, which reimburses the City for the salary and benefits of the officer.

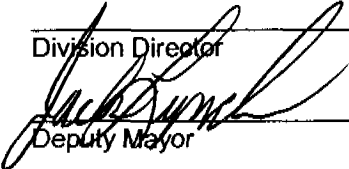
**RECOMMENDATION:** Staff recommends approval.

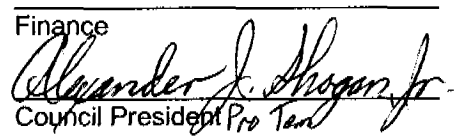
<b>Fiscal Impact:</b> <input type="checkbox"/> N/A	<b>Budget Account:</b> <input type="checkbox"/> N/A
<input type="checkbox"/> Expenditure: \$	#
<input checked="" type="checkbox"/> Revenue: \$89,423.10	#0680-11101-21221-34210
<input type="checkbox"/> Budget Neutral	

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

**SIGNATURES:**

  
\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
Division Director  
Deputy Mayor

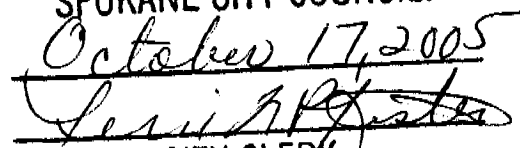
  
\_\_\_\_\_  
Finance  
Council President Pro Tem

Legal

**DISTRIBUTION:** Accounting  
Contract Accounting  
Finance  
Police - Patti

Spokane Transit Authority

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:  
October 17, 2005  
  
CITY CLERK

After filing, return to:  
City Clerk  
City of Spokane  
Fifth Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201  
(OPR 2005-0781)



5303044  
Page: 1 of 6  
11/09/2005 03:39P  
Spokane Co, WA

**INTERLOCAL AGREEMENT FOR POLICE SERVICES  
BETWEEN  
CITY OF SPOKANE AND SPOKANE TRANSIT AUTHORITY**

THIS INTERLOCAL AGREEMENT, as "agreement," is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE TRANSIT AUTHORITY, a Washington State political subdivision and special purpose district, as "STA," whose address is 1230 West Boone Avenue, Spokane, Washington 99201, and jointly referred to as the "Parties."

WHEREAS Chapter 39.34 RCW, Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

WHEREAS, the STA desires police services at its passenger transfer center, The Plaza, located at 701 West Riverside Avenue, Spokane, Washington; -- NOW, THEREFORE,

The Parties agree as follows:

1. PURPOSE. The purpose of this agreement is to provide the public with City police services in and around the downtown area where STA services. The City shall provide STA with the exclusive services on one (1) commissioned City police officer, under the following terms and conditions:
  - A. Hours. The officer shall work four (4) days per week, not to exceed forty (40) hours per week, fifty-two (52) weeks per year.
  - B. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle at no cost to STA.

- C. Specific Location of Service. The officer shall be based out of the STA Plaza and the service area will be from Spokane Falls Boulevard to First Avenue, and Washington Street to Monroe Street, or at other locations as mutually agreed upon by both Parties. STA shall provide three (3) parking spaces in the Plaza garage for City police vehicles.
  - D. Substitution. The officer shall not be removed, replaced, or substituted during the term of this agreement except as agreed to by the Parties or in the event of illness, disability, vacation, or termination of the officer's employment.
  - E. Duty Status. While performing services pursuant to this agreement, the officer is considered to be in an "on duty" status, and shall not be available for other assignments by the City, except in the case of an emergency.
  - F. Adherence to City Policy and Procedures. While providing services pursuant to the agreement, the Officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policy and procedures at all
  - G. Duty to City: The officer has a primary obligation to the City to discharge all duties of her or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations
2. TERM. The agreement shall begin October 23, 2005 and run through December 31, 2006, unless terminated earlier. This agreement may be terminated by either Party at any time upon sixty (60) days written notice to the other Party.
3. COMPENSATION. STA shall pay the City in accordance with the following fee schedule:
- |   |                                      |             |
|---|--------------------------------------|-------------|
| ✓ | October 23, 2005 – December 31, 2005 | \$14,423.10 |
| ✓ | January 1, 2006 – December 31, 2006  | \$75,000.00 |
4. PAYMENT. The City shall submit monthly applications for payment to Spokane Transit Authority, 1230 West Boone Avenue, Spokane, Washington 99201. STA shall submit payment within ten (10) days of receipt of invoice and remitted to the Spokane Police Department, Administration Office, 1100 West Mallon Avenue, Spokane, Washington 99260-0001. All checks shall be made payable to the City of Spokane.
5. ADMINISTRATOR. This agreement shall be administered by E. Susan Meyer, CEO for STA.



6. LIABILITY.

- A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
  
- B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
  
- C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

7. 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: Spokane Police Department  
Administration Office  
Public Safety Building  
1100 West Mallon Avenue  
Spokane, Washington 99260-0001

STA: E. Susan Meyer, CEO  
Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, Washington 99201

8. INSURANCE. During the term of the agreement, each Party shall maintain in force at its sole 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 Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written Notice from each Party or its insurer(s) to the other Party.

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

10. ASSIGNMENT. Neither Party may assign its interest in this agreement without the express written consent of the other Party.

11. 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.

12. 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.

13. NONDISCRIMINATION. 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 contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

14. 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.

15. 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.

16. RCW 39.34 REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 2 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. STA shall file this agreement with the Spokane County Auditor.

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

G. Termination. See provision 2 above.

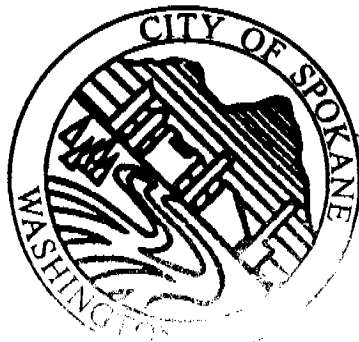
H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this agreement shall remain with the acquiring Party upon termination of the agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Dated: October 24, 2005

CITY OF SPOKANE

By: \_\_\_\_\_

*[Signature]*  
Deputy Mayor





Attest:

*Leri H. Jones*  
City Clerk

Approved as to form:

*[Signature]*  
Assistant City Attorney

Dated: 10/25/05

SPOKANE TRANSIT AUTHORITY

By: *E. Susan Meyer*  
E. Susan Meyer, CEO

Attest:

*Geralyn Garberg*  
Geralyn Garberg, Clerk of the Authority

Approved as to form:

*[Signature]*  
Laura D. McAloon, Legal Counsel



01/29/03  
88



# AGENDA SHEET FOR COUNCIL MEETING OF: JANUARY 21, 2003

Submitting Dept.  
POLICE

Contact Person  
PATTI ROBBINS

Phone No. 625-4061  
RECEIVED  
1-09-03  
CITY CLERK'S OFFICE  
SPOKANE, WA

### ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

### LEGISLATIVE SESSION

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

### CITY PRIORITY

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

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2003-0027  
2002-127

### STANDING COMMITTEES

(Date of Notification)

- Finance
- Neighborhoods
- Planning/Community & Econ Dev
- Public Safety 01/21/03
- Public Works

Neighborhood/Commission/Committee Notified:  
Action Taken:

### AGENDA WORDING:

Renewal of the Interlocal Agreement with the Spokane Transit Authority (STA) for an SPD officer assigned to the STA Plaza from January 1, 2003 to December 31, 2003. STA will reimburse the City of Spokane. Revenue in 2002 is \$70,850.00.

### BACKGROUND:

(Attach additional sheet if necessary)

The City of Spokane will provide STA with the exclusive services of one commissioned officer to provide the public with police services in and around the STA Plaza Facility in downtown Spokane. The City will bill the STA monthly in prorated amounts, which reimburses the City for the salary and benefits of the officer.

**RECOMMENDATION:** Staff recommends approval.

<b>Fiscal Impact:</b> <input type="checkbox"/> N/A	<b>Budget Account:</b> <input type="checkbox"/> N/A
<input type="checkbox"/> Expenditure: \$	#
<input checked="" type="checkbox"/> Revenue: \$70,850.00	#0680-11101-21221-34210
<input type="checkbox"/> Budget Neutral	

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

### SIGNATURES:

Department Head

Division Director

Finance

Legal

City Administrator for Mayor

Council President

### DISTRIBUTION:

- Accounting
- Contract Accounting
- Finance
- Police - Patti

Spokane Transit Authority

### COUNCIL ACTION:

**January 13, 2003:** During the Council's 3:30 p.m. Briefing Session held Monday, January 13, 2003, upon review of the January 21, 2003, Advance Agenda, Public Works & Utilities Division Director (acting in stead of City Administrator Jack Lynch) requested deferral of the above-described matter to January 27, 2003.

APPROVED BY

SPOKANE CITY COUNCIL:

January 27, 2003

CITY CLERK

OPR 2003-27

## INTERLOCAL AGREEMENT FOR POLICE SERVICES

This Interlocal Agreement (hereinafter "Agreement") is entered into pursuant to RCW Chapter 39.34 between the CITY OF SPOKANE, a municipal corporation (hereinafter "City"), and SPOKANE TRANSIT AUTHORITY, a municipal corporation (hereinafter "STA"), whose address is 1230 West Boone Avenue, Spokane, WA, 99201.

The parties agree as follows:

A. PURPOSE. The purpose of this Agreement is to provide the public with City police services in and around the STA Plaza facility in downtown Spokane.

B. PERFORMANCE. The City shall provide STA with the exclusive services of one (1) commissioned City police officer ("the Officer") under the following terms:

- (1) Hours and rates to be worked: Five (5) days per week, 52 weeks per year, not to exceed 40 hours a week.
- (2) Equipment: All equipment, including a marked police vehicle, shall be supplied to the Officer by the City at no cost to STA.
- (3) Specific location of service: The Plaza, 701 West Riverside, Spokane, Washington, or at such other locations as directed by STA.

C. AGREEMENT TERM. The time of performance of this Agreement shall be from January 1, 2003 to December 31, 2003.

D. SUBSTITUTION. The Officer assigned by the City to perform the services required by this Agreement shall not be removed, replaced, or substituted during the term of this Agreement except as agreed to by the parties or in the event of illness, disability, vacation, or termination of the Officer's employment.

E. COMPENSATION. STA shall pay the City a fee of \$70,850 for the period from January 1, 2003, to December 31, 2003 as full compensation for everything furnished and done under this Agreement. The City shall bill STA monthly in pro rata amounts, with payment due ten (10) days from the invoice date. Payment shall be mailed to the Spokane Police Department, 1100 West Mallon, Spokane, Washington, 99260-0001. All checks shall be payable to "City of Spokane."

F. ADMINISTRATOR. This Agreement shall be administered by David Voller, Safety and Loss Control Manager for STA.

G. TERMINATION. This Agreement may be terminated by either party at any time upon sixty (60) days written notice to the other party.

4-2

H. DUTY STATUS. While performing services pursuant to this Agreement, the Officer is considered to be in an "on duty" status, but shall not be available for other assignments by the City except in the case of an emergency.

I. ADHERENCE TO CITY POLICIES AND PROCEDURES. While providing services pursuant to this Agreement, the Officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policies and procedures at all times.

J. NO DUTY TO STA. The Officer has a primary obligation tot the City, not STA, to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations.

K. LIABILITY. In the event of litigation against STA arising out of the conduct of the Officer performing services under this Agreement and joining STA on the sole basis of vicarious or respondent superior liability, the City agrees to indemnify and hold STA harmless for any and all costs, including but not limited to, settlement, judgment, expert fees, and reasonable attorneys' fees; provided, however, that STA shall be liable for the negligence of itself and its employees; provided further, that in order to assert any rights pursuant to this section "K," STA must promptly tender any such claim to the City in writing; to permit the City to defend such claim and the City must reject the claim in writing.

L. INDEPENDENT CONTRACTOR STATUS. While performing duties under this Agreement, the Officer shall be considered an independent contractor and not an employee or agent of STA. The City and its employees shall not hold themselves out as, or claim to be, officers or employees of STA by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an employee of STA. The City shall be solely responsible for any wage or compensation claims by the Officer and shall save and hold STA harmless therefrom.

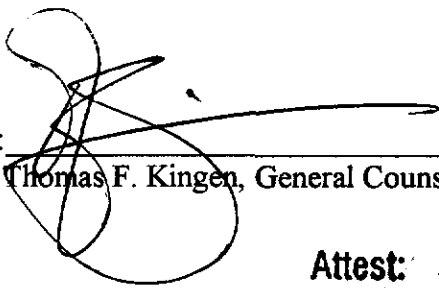
Dated this 27 day of January, 2007.3

Approved as to form:

CITY OF SPOKANE

  
\_\_\_\_\_  
Barbara Burns, Assistant City Attorney

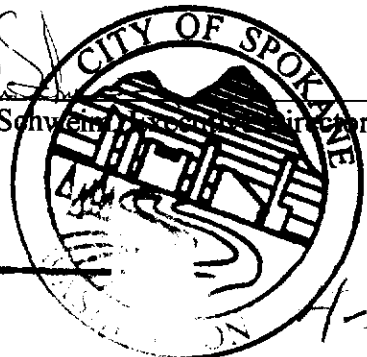
By:   
\_\_\_\_\_  
Jack Lynch, City Administrator

By:   
\_\_\_\_\_  
Thomas F. Kingen, General Counsel

SPOKANE TRANSIT AUTHORITY

By:   
\_\_\_\_\_  
Robert Allen Schwem, General Manager

Attest:  
  
\_\_\_\_\_  
Spokane City Clerk (ACTING)



H-3

1/19/02



# AGENDA SHEET FOR COUNCIL MEETING OF: February 18, 2002

Submitting Dept.  
POLICE

Contact Person  
PAT CARUSO

Phone No.  
X4290

### ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

### LEGISLATIVE SESSION

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

### CITY PRIORITY

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

# RECEIVED

FEB 17 2002

CITY CLERK'S OFFICE  
SPOKANE, WA

2-07-02

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- REQUISITION

OPR 2002-127  
Opr 2001-140

Standing Committees Notified (and date):

<input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Public Safety 12/17/01
<input type="checkbox"/> Neighborhoods	<input type="checkbox"/> Public Works

Neighborhood/Commission/Committee Notified: \_\_\_\_\_

Action Taken: \_\_\_\_\_

### AGENDA WORDING:

Renewal of the Interlocal Agreement with the Spokane Transit Authority (STA) for an SPD officer assigned to the STA Plaza from January 1, 2002 to December 31, 2002. STA will reimburse the City of Spokane. Revenue in 2002 is \$70,850.00.

### BACKGROUND:

(Attach additional sheet if necessary)

The City of Spokane will provide STA with the exclusive services of one commissioned officer to provide the public with police services in and around the STA Plaza Facility in downtown Spokane. The City will bill the STA monthly in prorate amounts, which reimburses the City for the salary and benefits of the officer.

### RECOMMENDATION:

Staff recommends approval.

<b>Fiscal Impact:</b>	<b>Budget Account:</b>
<input type="checkbox"/> Expenditure	#0680-11101-21221-34210
<input checked="" type="checkbox"/> Revenue \$70,850.00	
<input type="checkbox"/> Budget Neutral	

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

### SIGNATURES:

Department Head

Division Director

Finance M/S

Council President

Legal

City Administrator for Mayor

- DISTRIBUTION:**
- Accounting
  - Contract Accounting
  - Finance
  - Police - Pat

Spokane Transit Authority

### COUNCIL ACTION:

APPROVED BY  
SPOKANE CITY COUNCIL:

February 18, 2002  
  
CITY CLERK

**INTERLOCAL AGREEMENT FOR POLICE SERVICES**

This Interlocal Agreement (hereinafter "Agreement") is entered into pursuant to RCW Chapter 39.34 between the CITY OF SPOKANE, a municipal corporation (hereinafter "City"), and SPOKANE TRANSIT AUTHORITY, a municipal corporation (hereinafter "STA"), whose address is 1230 West Boone Avenue, Spokane, WA, 99201.

The parties agree as follows:

A. PURPOSE. The purpose of this Agreement is to provide the public with City police services in and around the STA Plaza facility in downtown Spokane.

B. PERFORMANCE. The City shall provide STA with the exclusive services of one (1) commissioned City police officer ("the Officer") under the following terms:

- (1) Hours and rates to be worked: Five (5) days per week, 52 weeks per year, not to exceed 40 hours a week.
- (2) Equipment: All equipment, including a marked police vehicle, shall be supplied to the Officer by the City at no cost to STA.
- (3) Specific location of service: The Plaza, 701 West Riverside, Spokane, Washington, or at such other locations as directed by STA.

C. AGREEMENT TERM. The time of performance of this Agreement shall be from January 1, 2002 to December 31, 2002.

D. SUBSTITUTION. The Officer assigned by the City to perform the services required by this Agreement shall not be removed, replaced, or substituted during the term of this Agreement except as agreed to by the parties or in the event of illness, disability, vacation, or termination of the Officer's employment.

E. COMPENSATION. STA shall pay the City a fee of \$70,850 for the period from January 1, 2002, to December 31, 2002 as full compensation for everything furnished and done under this Agreement. The City shall bill STA monthly in pro rata amounts, with payment due ten (10) days from the invoice date. Payment shall be mailed to the Spokane Police Department, 1100 West Mallon, Spokane, Washington, 99260-0001. All checks shall be payable to "City of Spokane."

F. ADMINISTRATOR. This Agreement shall be administered by David Voller, Safety and Loss Control Manager for STA.

G. TERMINATION. This Agreement may be terminated by either party at any time upon sixty (60) days written notice to the other party.

H. DUTY STATUS. While performing services pursuant to this Agreement, the Officer is considered to be in an "on duty" status, but shall not be available for other assignments by the City except in the case of an emergency.

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J. NO DUTY TO STA. The Officer has a primary obligation tot the City, not STA, to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations.

K. LIABILITY. In the event of litigation against STA arising out of the conduct of the Officer performing services under this Agreement and joining STA on the sole basis of vicarious or respondent superior liability, the City agrees to indemnify and hold STA harmless for any and all costs, including but not limited to, settlement, judgment, expert fees, and reasonable attorneys' fees; provided, however, that STA shall be liable for the negligence of itself and its employees; provided further, that in order to assert any rights pursuant to this section "K," STA must promptly tender any such claim to the City in writing; to permit the City to defend such claim and the City must reject the claim in writing.

L. INDEPENDENT CONTRACTOR STATUS. While performing duties under this Agreement, the Officer shall be considered an independent contractor and not an employee or agent of STA. The City and its employees shall not hold themselves out as, or claim to be, officers or employees of STA by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an employee of STA. The City shall be solely responsible for any wage or compensation claims by the Officer and shall save and hold STA harmless therefrom.

Dated this 4TH day of FEB, 2002.

Approved as to form:

Barbara Burns  
Barbara Burns, Assistant City Attorney

CITY OF SPOKANE

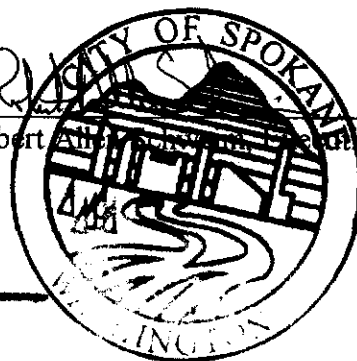
By: Jack Lynch  
Jack Lynch, City Administrator

By: Thomas F. Kingen  
Thomas F. Kingen, General Counsel

SPOKANE TRANSIT AUTHORITY

By: Robert Allen  
Robert Allen, Executive Director

Attest: Chloe  
Spokane City Clerk (ACTING)



02/17/01  
SS

# AGENDA SHEET FOR COUNCIL MEETING OF: FEBRUARY 19, 2001



Submitting Dept. Police Contact Person Pat Caruso Phone No. \_\_\_\_\_

**RECEIVED**  
FEB - 8 2001  
CITY CLERK'S OFFICE  
SPOKANE, WA

OPR 2001-140  
OPR 99-1092  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(o CR X RE)

### ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

### LEGISLATIVE SESSION

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

### CITY PRIORITY

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

### AGENDA WORDING:

Renewal of the Interlocal Agreement with SPOKANE TRANSIT AUTHORITY (STA) for a SPD officer assigned to the STA Plaza from January 1, 2001 through December 31, 2001. STA will reimburse the City of Spokane. Revenue in 2001 is \$65,850.00.

### BACKGROUND:

(Attach additional sheet if necessary)

The City of Spokane will provide STA with the exclusive services of one commissioned officer to provide the public with police service in and around the STA Plaza Facility in downtown Spokane. The City will bill STA monthly in prorated amounts which reimburse the City for salary and benefits of the Officer.

### RECOMMENDATION:

Staff recommends approval.

Fiscal Impact:		Budget Account:
<input type="checkbox"/> Expenditure: \$		#
<input checked="" type="checkbox"/> Revenue: \$65,850.00		#0680-11100-21221-34210
<input type="checkbox"/> _____:\$		#

### ATTACHMENTS:

On file for Review in Office of City Clerk:  
Include in Packets:

### SIGNATURES:

[Signature]  
Department Head

[Signature]  
Division Director

[Signature]  
Finance

[Signature]  
Legal

[Signature]  
Mayor

[Signature]  
Council President

### DISTRIBUTION:

- Accounting
- Contract Accounting
- Police - Pat Caruso

SPOKANE TRANSIT

### COUNCIL ACTION:

APPROVED BY  
SPOKANE CITY COUNCIL:

February 19, 2001  
[Signature]  
CITY CLERK

**INTERLOCAL AGREEMENT FOR POLICE SERVICES**

OP12 01-140

This Interlocal Agreement (hereinafter "Agreement") is entered into pursuant to RCW Chapter 39.34 between the CITY OF SPOKANE, a municipal corporation (hereinafter "City"), and SPOKANE TRANSIT AUTHORITY, a municipal corporation (hereinafter "STA"), whose address is 1230 West Boone Avenue, Spokane, WA, 99201.

The parties agree as follows:

- A. PURPOSE. The purpose of this Agreement is to provide the public with City police services in and around the STA Plaza facility in downtown Spokane.
- B. PERFORMANCE. The City shall provide STA with the exclusive services of one (1) commissioned City police officer ("the Officer") under the following terms:
- (1) Hours and rates to be worked: Five (5) days per week, 52 weeks per year, not to exceed 40 hours a week.
  - (2) Equipment: All equipment, including a marked police vehicle, shall be supplied to the Officer by the City at no cost to STA.
  - (3) Specific location of service: The Plaza, 701 West Riverside, Spokane, Washington, or at such other locations as directed by STA.
- C. AGREEMENT TERM. The time of performance of the agreement shall be from January 1, 2001 to December 31, 2001.
- D. SUBSTITUTION. The Officer assigned by the City to perform the services required by this Agreement shall not be removed, replaced, or substituted during the term of this Agreement except as agreed to by the parties or in the event of illness, disability, vacation, or termination of the officer's employment.
- E. COMPENSATION. STA shall pay the City a fee of \$65,850 for the period from January 1, 2001 to December 31, 2001 as full compensation for everything furnished and done under this Agreement. The City shall bill STA monthly in pro rata amounts, with payment due ten (10) days from the invoice date. Payment shall be mailed to the Spokane Police Department, 1100 West Mallon, Spokane, Washington, 99260-0001. All checks shall be payable to "City of Spokane."
- F. ADMINISTRATOR. This Agreement shall be administered by David Voller, Safety and Loss Control Manager for STA.
- G. TERMINATION. This Agreement may be terminated by either party at any time upon sixty (60) days written notice to the other party.



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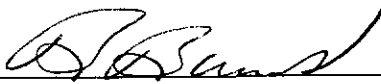
K. LIABILITY. In the event of litigation against STA arising out of the conduct of the Officer performing services under this agreement and joining STA on the sole basis of vicarious or respondeat superior liability, the City agrees to indemnify and hold STA harmless for any and all costs, including but not limited to, settlement, judgment, expert fees, and reasonable attorneys' fees; provided, however, that STA shall be liable for the negligence of itself and its employees; provided further, that in order to assert any rights pursuant to this section "K", STA must promptly tender any such claim to the City in writing; to permit the City to defend such claim and the City must reject the claim in writing.

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Dated this 21<sup>st</sup> day of February, 2001.

Approved as to form:

CITY OF SPOKANE

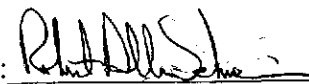
  
Barbara Burns, Assistant City Attorney

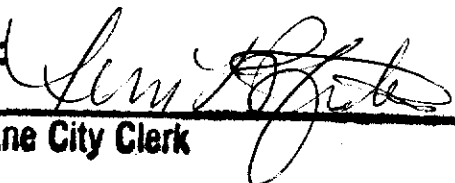
By:   
Henry Miggins, City Manager *Interim City Administrator*

SPOKANE TRANSIT AUTHORITY

SPOKANE TRANSIT AUTHORITY

By:   
Thomas F. King  


By:   
Robert Allen Schweim, Executive Director

Attest:   
Spokane City Clerk

11/100  
**AGENDA SHEET FOR COUNCIL MEETING OF:** January 2000



Spokane Police Dept.      Pat Caruso      4290  
**Submitting Department**      **Contact Person**      **Phone Ext.**

- |  |  |   |
|--|--|---|
| <b>CONSENT AGENDA</b>                        | <b>LEGISLATIVE SESSION</b>                       | <b>COUNCIL PRIORITY</b>                           |
| <input checked="" type="checkbox"/> Contract | <input type="checkbox"/> Resolution              | <input type="checkbox"/> Economic Development     |
| <input type="checkbox"/> Report              | <input type="checkbox"/> Emergency Ordinance     | <input type="checkbox"/> Growth Management        |
|  | <input type="checkbox"/> Final Reading Ordinance | <input type="checkbox"/> Neighborhoods            |
|  | <input type="checkbox"/> First Reading Ordinance | <input checked="" type="checkbox"/> Public Safety |
|  | <input type="checkbox"/> Special Consideration   | <input type="checkbox"/> Public Works             |
|  | <input type="checkbox"/> Hearing                 | <input type="checkbox"/> Service Delivery         |

**RECEIVED**

**DEC 21 1999**

**CITY CLERK'S OFFICE**

**SPOKANE, WA**

Clerk's Files: # OPR 99-1092  
 Renews: # 98-970  
 Cross Reference: # \_\_\_\_\_  
 ENG/LID: # \_\_\_\_\_  
 BID: # \_\_\_\_\_

NEIGHBORHOOD/COMMISSION/COMMITTEE NOTIFIED BY SUBMITTING DEPARTMENT: \_\_\_\_\_  
 Area Manager: \_\_\_\_\_

Action Taken: Public Safety Committee Meeting 12/20/99

**AGENDA WORDING:** Renewal of Interlocal Agreement with Spokane Transit Authority (STA) for a SPD officer assigned to the STA Plaza from January 1, 2000 through December 31, 2000. STA will reimburse the City of Spokane a fee of \$65,850.00. (Downtown Neighborhood)

**BACKGROUND (Attach separate sheet if necessary):** The City of Spokane will provide STA with the exclusive services of one commissioned officer to provide the public with police service in and around the STA Plaza Facility in downtown Spokane. The City will bill STA monthly in prorata amounts which reimburse the City for the salary and benefits of the Officer.

**RECOMMENDATION:** Staff recommends approval.

**FISCAL IMPACT:**      Revenue      \$65,850.00      Budget Account - #0680-11100-21221-34210

**LIST ATTACHMENTS AS FOLLOWS:**

**SIGNATURES OF SUBMITTING OFFICERS (sign legibly):**

Department Head

\_\_\_\_\_  
 Division Director

Finance

Legal

City Manager

**DISTRIBUTION AFTER COUNCIL ACTION:**

**COUNCIL ACTION:**

- Accounting
- Budget Control
- Finance
- Police - Pat Caruso
- SPOKANE TRANSIT AUTHORITY

APPROVED BY  
 SPOKANE CITY COUNCIL:

CITY CLERK

**INTERLOCAL AGREEMENT FOR POLICE SERVICES** 0 PR 99-1092

This Interlocal Agreement (hereinafter "Agreement") is entered into pursuant to RCW Chapter 39.34 between the CITY OF SPOKANE, a municipal corporation (hereinafter "City"), and SPOKANE TRANSIT AUTHORITY, a municipal corporation (hereinafter "STA"), whose address is 1230 West Boone Avenue, Spokane, WA, 99201.

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C. AGREEMENT TERM. The time of performance of the agreement shall be from January 1, 2000 to December 31, 2000.

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F. ADMINISTRATOR. This Agreement shall be administered by David Voller, Safety and Loss Control Manager for STA.

G. TERMINATION. This Agreement may be terminated by either party at any time upon sixty (60) days written notice to the other party.

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K. LIABILITY. In the event of litigation against STA arising out of the conduct of the Officer performing services under this agreement and joining STA on the sole basis of vicarious or respondeat superior liability, the City agrees to indemnify and hold STA harmless for any and all costs, including but not limited to, settlement, judgment, expert fees, and reasonable attorneys' fees; provided, however, that STA shall be liable for the negligence of itself and its employees; provided further, that in order to assert any rights pursuant to this section "K", STA must promptly tender any such claim to the City in writing; to permit the City to defend such claim and the City must reject the claim in writing.

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Dated this 3<sup>rd</sup> day of Jan., 2000 off  
~~199~~

Approved as to form:

CITY OF SPOKANE

Barbara Burns  
Barbara Burns, Assistant City Attorney

By: Pete Fortin  
Pete Fortin, Acting City Manager

PERKINS COIE, P.S.

SPOKANE TRANSIT AUTHORITY

By: Thomas F. Kingen  
Thomas F. Kingen, Legal Counsel

By: Alan Schweim  
Alan Schweim, Executive Director

Attest: Terri J. Fortin  
City Clerk



**AGENDA SHEET FOR COUNCIL MEETING OF: December 21, 1998**



Spokane Police Dept.      Pat Caruso      4290  
 Submitting Department      Contact Person      Phone Ext.

<u>CONSENT AGENDA</u>	<u>LEGISLATIVE SESSION</u>	<u>COUNCIL PRIORITY</u>
0 Contract	0 Resolution	0 Economic Development
0 Report	0 Emergency Ordinance	0 Growth Management
	0 Final Reading Ordinance	0 Neighborhoods
	0 First Reading Ordinance	0 Public Safety
0 Special Consideration		0 Public Works
	0 Hearing	0 Service Delivery

RECEIVED  
 DEC 09 1998  
 CITY CLERK'S OFFICE  
 SPOKANE, WA

Clerk's Files: # OPR 98-970  
 Renews: # OPR 97-1085  
 Cross Reference: # \_\_\_\_\_  
 ENG/LID: # \_\_\_\_\_  
 BID: # \_\_\_\_\_

NEIGHBORHOOD/COMMISSION/COMMITTEE NOTIFIED BY SUBMITTING DEPARTMENT: \_\_\_\_\_  
 Area Manager: \_\_\_\_\_  
 Action Taken: \_\_\_\_\_

**AGENDA WORDING:** Renewal of Interlocal Agreement with Spokane Transit Authority (STA) for a SPD officer assigned to the STA Plaza from January 1, 1999 through December 31, 1999. STA will reimburse the city of Spokane a fee of \$65,850.00. (Downtown Neighborhood)

**BACKGROUND (Attach separate sheet if necessary):** The City of Spokane will provide STA with the exclusive services of one commissioned officer to provide the public with police service in and around the STA Plaza Facility in downtown Spokane. The City will bill STA monthly in prorata amounts which reimburse the City for the salary and benefits of the Officer.

**RECOMMENDATION:** Staff recommends approval.

**FISCAL IMPACT:** Revenue \$65,850.00      Budget Account - #068 0390 314 37520

**LIST ATTACHMENTS AS FOLLOWS:**

**SIGNATURES OF SUBMITTING OFFICERS (sign legibly):**

Department Head

Division Director

Finance

Legal

City Manager

**DISTRIBUTION AFTER COUNCIL ACTION:**  
 Accounting  
 Budget Control  
 Finance  
 Police - Pat  
 SPOKANE TRANSIT AUTHORITY

**COUNCIL ACTION:**

APPROVED BY  
 SPOKANE CITY COUNCIL:  
 December 21, 1998  
  
 CITY CLERK

## INTERLOCAL AGREEMENT FOR POLICE SERVICES

OPR 93-970

This Interlocal Agreement (hereinafter "Agreement") is entered into pursuant to RCW Chapter 39.34 between the CITY OF SPOKANE, a municipal corporation (hereinafter "City"), and SPOKANE TRANSIT AUTHORITY, a municipal corporation (hereinafter "STA"), whose address is 1230 West Boone Avenue, Spokane, WA, 99201.

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F. ADMINISTRATOR. This Agreement shall be administered by David Voller, Safety and Loss Control Manager for STA.

G. TERMINATION. This Agreement may be terminated by either party at any time upon sixty (60) days written notice to the other party.

H. DUTY STATUS. While performing services pursuant to this Agreement, the Officer is considered to be in an "on duty" status, but shall not be available for other assignments by the City except in the case of an emergency.

I. ADHERENCE TO CITY POLICIES AND PROCEDURES. While providing services pursuant to this Agreement, the Officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policies and procedures at all times.

J. NO DUTY TO STA. The Officer has a primary obligation to the City, not STA, to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations.

K. LIABILITY. In the event of litigation against STA arising out of the conduct of the Officer performing services under this agreement and joining STA on the sole basis of vicarious or respondeat superior liability, the City agrees to indemnify and hold STA harmless for any and all costs, including but not limited to, settlement, judgment, expert fees, and reasonable attorneys' fees; provided, however, that STA shall be liable for the negligence of itself and its employees; provided further, that in order to assert any rights pursuant to this section "K", STA must promptly tender any such claim to the City in writing; to permit the City to defend such claim and the City must reject the claim in writing.

L. INDEPENDENT CONTRACTOR STATUS. While performing duties under this Agreement, the Officer shall be considered an independent contractor and not an employee or agent of STA. The City and its employees shall not hold themselves out as, or claim to be, officers or employees of STA by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an employee of STA. The City shall be solely responsible for any wage or compensation claims by the Officer and shall save and hold STA harmless therefrom.

Dated this 21st day of December, 1998.

Approved as to form:

CITY OF SPOKANE

[Signature]  
Barbara Burns, Assistant City Attorney

By: [Signature]  
Bill Pupo, City Manager

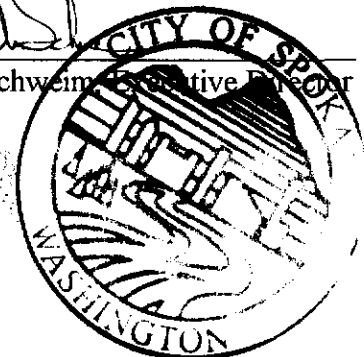
PERKINS COIE, P.S.

SPOKANE TRANSIT AUTHORITY

By: [Signature]  
Thomas F. Kingen, Legal Counsel

By: [Signature]  
Robert Allen Schweim, Executive Director

[Signature]  
Spokane City Clerk



AGENDA SHEET FOR COUNCIL MEETING OF: January 5, 1998

Spokane Police Dept.      Pat Caruso      4290  
Submitting Department      Contact Person      Phone Ext.



- |  |  |   |
|--|--|---|
| <b>CONSENT AGENDA</b>                        | <b>LEGISLATIVE SESSION</b>                       | <b>COUNCIL PRIORITY</b>                           |
| <input checked="" type="checkbox"/> Contract | <input type="checkbox"/> Resolution              | <input type="checkbox"/> Economic Development     |
| <input type="checkbox"/> Report              | <input type="checkbox"/> Emergency Ordinance     | <input type="checkbox"/> Growth Management        |
|  | <input type="checkbox"/> Final Reading Ordinance | <input type="checkbox"/> Neighborhoods            |
|  | <input type="checkbox"/> First Reading Ordinance | <input checked="" type="checkbox"/> Public Safety |
|  | <input type="checkbox"/> Special Consideration   | <input type="checkbox"/> Public Works             |
|  | <input type="checkbox"/> Hearing                 | <input type="checkbox"/> Service Delivery         |

**RECEIVED**

Clerk/Is Files: # OPR 97-1085  
 Renewals: # 96-961  
 Cross Reference: # \_\_\_\_\_  
 ENG/LID: # \_\_\_\_\_  
 # \_\_\_\_\_

NEIGHBORHOOD/COMMISSION/COMMITTEE NOTIFIED BY SUBMITTING DEPARTMENT: \_\_\_\_\_  
 Area Manager: \_\_\_\_\_  
**CITY CLERK'S OFFICE**  
**SPOKANE, WA**

Action Taken: \_\_\_\_\_

**AGENDA WORDING:**

Renewal of Interlocal Agreement with Spokane Transit Authority (STA) for a SPD officer assigned to the STA Plaza from January 1, 1998 through December 31, 1998. STA will reimburse the City of Spokane a fee of \$64,250.00. (Downtown Neighborhood)

**BACKGROUND (Attach separate sheet if necessary):**

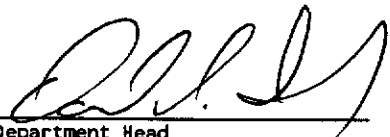
The City of Spokane will provide STA with the exclusive services of one commissioned officer to provide the public with police service in and around the STA Plaza Facility in downtown Spokane. The City will bill STA monthly in prorata amounts which reimburse the City for the salary and benefits of the Officer. The officer will work 40 hours per week to enforce all laws and ordinances of the City of Spokane.

**RECOMMENDATION:** Staff recommends approval of this agreement.

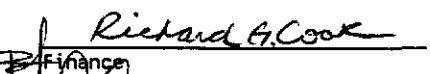
**FISCAL IMPACT:**      ~~Expenditure~~ - \$ 64,250.00      Budget Account #068 0390 314 37520  
 Revenue -      ↗

**LIST ATTACHMENTS AS FOLLOWS:**

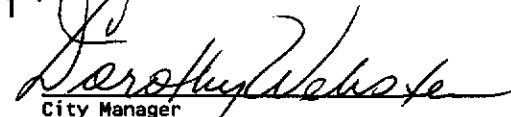
**SIGNATURES OF SUBMITTING OFFICERS (sign legibly):**

  
 \_\_\_\_\_  
 Department Head

\_\_\_\_\_  
 Division Director

  
 \_\_\_\_\_  
 Finance

  
 \_\_\_\_\_  
 Legal

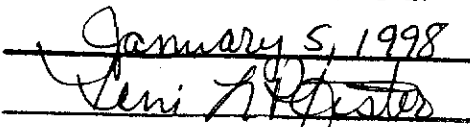
  
 \_\_\_\_\_  
 City Manager

**DISTRIBUTION AFTER COUNCIL ACTION:**

- Accounting
- Budget Control
- Police - Pat
- SPOKANE TRANSIT AUTHORITY

**COUNCIL ACTION:**

**APPROVED BY SPOKANE CITY COUNCIL:**

January 5, 1998  
  
 \_\_\_\_\_  
 CITY CLERK





4178713  
Page: 1 of 3  
01/15/1998 11:02A  
Spokane Co, WA

WHEN RECORDED RETURN TO:

SPOKANE CITY CLERK'S OFFICE  
808 W SPOKANE FALLS BLVD  
SPOKANE WA 99201-3342

INTERLOCAL AGREEMENT

Grantor: Spokane Transit Authority

Grantee: City of Spokane

Legal Description: N/A

Assessor's Property Tax Parcel or Account Number: N/A

City Clerk's File No.: OPR 97-1085



## INTERLOCAL AGREEMENT FOR POLICE SERVICES

This Interlocal Agreement (hereinafter "Agreement") is entered into pursuant to RCW Chapter 39.34 between the CITY OF SPOKANE, a municipal corporation (hereinafter "City"), and SPOKANE TRANSIT AUTHORITY, a municipal corporation (hereinafter "STA"), whose address is 1230 West Boone Avenue, Spokane, WA, 99201.

The parties agree as follows:

A. PURPOSE. The purpose of this Agreement is to provide the public with City police services in and around the STA Plaza facility in downtown Spokane.

B. PERFORMANCE. The City shall provide STA with the exclusive services of one (1) commissioned City police officer ("the Officer") under the following terms:

- (1) Hours and rates to be worked: Five (5) days per week, 52 weeks per year, not to exceed 40 hours a week.
- (2) Equipment: All equipment, including a marked police vehicle, shall be supplied to the Officer by the City at no cost to STA.
- (3) Specific location of service: The Plaza, 701 West Riverside, Spokane, Washington, or at such other locations as directed by STA.

C. AGREEMENT TERM. The time of performance of the agreement shall be from January 1, 1998 to December 31, 1998.

D. SUBSTITUTION. The Officer assigned by the City to perform the services required by this Agreement shall not be removed, replaced, or substituted during the term of this Agreement except as agreed to by the parties or in the event of illness, disability, vacation, or termination of the officer's employment.

E. COMPENSATION. STA shall pay the City a fee of \$64,250 for the period from January 1, 1998 to December 31, 1998 as full compensation for everything furnished and done under this Agreement. The City shall bill STA monthly in pro rata amounts, with payment due ten (10) days from the invoice date. Payment shall be mailed to the Spokane Police Department, 1100 West Mallon, Spokane, Washington, 99260-0001. All checks shall be payable to "City of Spokane."

F. ADMINISTRATOR. This Agreement shall be administered by David Voller, Safety and Loss Control Manager for STA.

G. TERMINATION. This Agreement may be terminated by either party at any time upon sixty (60) days written notice to the other party.

H. DUTY STATUS. While performing services pursuant to this Agreement, the Officer is considered to be in an "on duty" status, but shall not be available for other assignments by the City except in the case of an emergency.

I. ADHERENCE TO CITY POLICIES AND PROCEDURES. While providing services pursuant to this Agreement, the Officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policies and procedures at all times.

J. NO DUTY TO STA. The Officer has a primary obligation to the City, not STA, to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations.

K. LIABILITY. In the event of litigation against STA arising out of the conduct of the Officer performing services under this agreement and joining STA on the sole basis of vicarious or respondeat superior liability, the City agrees to indemnify and hold STA harmless for any and all costs, including but not limited to, settlement, judgment, expert fees, and reasonable attorneys' fees; provided, however, that STA shall be liable for the negligence of itself and its employees; provided further, that in order to assert any rights pursuant to this section "K", STA must promptly tender any such claim to the City in writing; to permit the City to defend such claim and the City must reject the claim in writing.

L. INDEPENDENT CONTRACTOR STATUS. While performing duties under this Agreement, the Officer shall be considered an independent contractor and not an employee or agent of STA. The City and its employees shall not hold themselves out as, or claim to be, officers or employees of STA by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an employee of STA. The City shall be solely responsible for any wage or compensation claims by the Officer and shall save and hold STA harmless therefrom.

Dated this 6th day of January, 1998.

Approved as to form:

CITY OF SPOKANE

Barbara Burns  
Barbara Burns, Assistant City Attorney

By: Bill Pupo  
Bill Pupo, City Manager

PERKINS COIE, P.S.  
By: Thomas F. Kingen  
Thomas F. Kingen, Legal Counsel

SPOKANE TRANSIT AUTHORITY  
By: Robert Allen Schweim  
Robert Allen Schweim, Executive Director

Attest: [Signature]  
City Clerk

5/19  
ck

**AGENDA SHEET FOR COUNCIL MEETING OF:** Dec. 23, 1996



Spokane Police Dept. Pat Caruso 4290  
Submitting Department Contact Person Phone Ext.

**CONSENT AGENDA**

- Contract
- Report

**LEGISLATIVE SESSION**

- Resolution
- Emergency Ordinance
- Final Reading Ordinance
- First Reading Ordinance
- Special Consideration
- Hearing

**COUNCIL PRIORITY**

- Public Safety

**RECEIVED**

**DEC 10 1996**

Clerk's Files: # OPR 96-961  
# (95-170)

Renews: # \_\_\_\_\_  
Cross Reference: # \_\_\_\_\_

NEIGHBORHOOD/COMMISSION/COMMITTEE NOTIFIED BY SUBMITTING DEPARTMENT:

Area Manager: \_\_\_\_\_

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

ENG/LID: # \_\_\_\_\_  
BID: # \_\_\_\_\_

Action Taken: \_\_\_\_\_

**AGENDA WORDING:**

Renewal of Interlocal agreement with Spokane Transit Authority (STA) for a SPD officer assigned to the STA Plaza from January 1, 1997 through December 31, 1997. STA will pay the City of Spokane a fee of \$64,250. (Downtown Neighborhood)

**COUNCIL PRIORITY & BACKGROUND (Attach separate sheet if necessary):**

The City will provide STA with the exclusive services of one commissioned officer to provide the public with police service in and around the STA Plaza Facility in downtown Spokane. The City will bill STA monthly in prorata amounts which reimburses the City for the salary and benefits of the Officer. The officer will work 40 hours per week to enforce all laws and ordinances of the City of Spokane.

**RECOMMENDATION:**

Staff recommends approval of this agreement.

**FISCAL IMPACT:**

Expenditure - \$ \_\_\_\_\_  
Revenue - \$ 64,250.00

Budget Account: # 068 0390 314 37520  
# \_\_\_\_\_

**LIST ATTACHMENTS AS FOLLOWS:**

On file for Review in Office of City Clerk:

Include in Packets:

**SIGNATURES OF SUBMITTING OFFICERS (sign legibly):**

[Signature]  
Department Head  
[Signature]  
Legal

\_\_\_\_\_  
Division Director

[Signature]  
Finance  
[Signature]  
City Manager

**DISTRIBUTION AFTER COUNCIL ACTION:**

- Accounting
- Budget Control
- Taxes & Licenses
- Police - Pat
- SPOKANE TRANSIT AUTHORITY

**COUNCIL ACTION:**

**APPROVED BY**  
**SPOKANE CITY COUNCIL:**  
December 23, 1996  
[Signature]  
**CITY CLERK**

**INTERLOCAL AGREEMENT FOR POLICE SERVICES**

OPR 96-961

This Interlocal Agreement (hereinafter "Agreement") is entered into pursuant to RCW Chapter 39.34 between the CITY OF SPOKANE, a municipal corporation (hereinafter "City"), and SPOKANE TRANSIT AUTHORITY, a municipal corporation (hereinafter "STA"), whose address is 1230 West Boone Avenue, Spokane, WA, 99201.

The parties agree as follows:

A. PURPOSE. The purpose of this Agreement is to provide the public with City police services in and around the STA Plaza facility in downtown Spokane.

B. PERFORMANCE. The City shall provide STA with the exclusive services of one (1) commissioned City police officer ("the Officer") under the following terms:

- (1) Hours and rates to be worked: Five (5) days per week, 52 weeks per year, not to exceed 40 hours a week.
- (2) Equipment: All equipment, including a marked police vehicle, shall be supplied to the Officer by the City at no cost to STA.
- (3) Specific location of service: The Plaza, 701 West Riverside, Spokane, Washington, or at such other locations as directed by STA.

C. AGREEMENT TERM. The time of performance of the agreement shall be from January 1, 1997 to December 31, 1997.

D. SUBSTITUTION. The Officer assigned by the City to perform the services required by this Agreement shall not be removed, replaced, or substituted during the term of this Agreement except as agreed to by the parties or in the event of illness, disability, vacation, or termination of the officer's employment.

E. COMPENSATION. STA shall pay the City a fee of \$64,250 for the period from January 1, 1997 to December 31, 1997 as full compensation for everything furnished and done under this Agreement. The City shall bill STA monthly in pro rata amounts, with payment due ten (10) days from the invoice date. Payment shall be mailed to the Spokane Police Department, 1100 West Mallon, Spokane, Washington, 99260-0001. All checks shall be payable to "City of Spokane."

F. ADMINISTRATOR. This Agreement shall be administered by David Voller, Safety and Loss Control Manager for STA.

G. TERMINATION. This Agreement may be terminated by either party at any time upon sixty (60) days written notice to the other party.



4065563  
Page: 1 of 2  
12/27/1996 12:06P  
Spokane Co., WA

H. DUTY STATUS. While performing services pursuant to this Agreement, the Officer is considered to be in an "on duty" status, but shall not be available for other assignments by the City except in the case of an emergency.

I. ADHERENCE TO CITY POLICIES AND PROCEDURES. While providing services pursuant to this Agreement, the Officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policies and procedures at all times.

J. NO DUTY TO STA. The Officer has a primary obligation tot the City, not STA, to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations.

K. LIABILITY. In the event of litigation against STA arising out of the conduct of the Officer performing services under this agreement and joining STA on the sole basis of vicarious or respondeat superior liability, the City agrees to indemnify and hold STA harmless for any and all costs, including but not limited to, settlement, judgment, expert fees, and reasonable attorneys' fees; provided, however, that STA shall be liable for the negligence of itself and its employees; provided further, that in order to assert any rights pursuant to this section "K", STA must promptly tender any such claim to the City in writing; to permit the City to defend such claim and the City must reject the claim in writing.


L. INDEPENDENT CONTRACTOR STATUS. While performing duties under this Agreement, the Officer shall be considered an independent contractor and not an employee or agent of STA. The City and its employees shall not hold themselves out as, or claim to be, officers or employees of STA by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an employee of STA. The City shall be solely responsible for any wage or compensation claims by the Officer and shall save and hold STA harmless therefrom.

Dated this 3rd day of December, 1996.

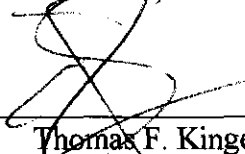
Approved as to form:

CITY OF SPOKANE

  
Barbara Burns, Assistant City Attorney


By:   
Bill Pupo, Acting City Manager

PERKINS COIE, P.S.

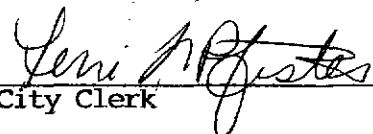
By:   
Thomas F. Kingen, Legal Counsel



SPOKANE TRANSIT AUTHORITY

By:   
Robert Allen Schweim, Executive Director

10:18:96:sja\safety\contract\police.doc

Attest:   
City Clerk



4065563  
Page: 2 of 2  
12/27/1996 12:06P  
Spokane Co, WA

FOR COUNCIL MEETING OF: June 26, 1995  
RECOMMENDATION

AGENDA CATEGORY

Consent Agenda 0  
Hearing Agenda 0

Notify Prior to Meeting:  
Spokane Valley Chamber of Commerce 0  
Other? \_\_\_\_\_

File \_\_\_\_\_

Hrg./Review \_\_\_\_\_

TO: **MAYOR AND CITY COUNCIL**

for:  For Action  
 Defer/Continue  
 For Information  
To: \_\_\_\_\_

RECEIVED

JUN 21 1995

CITY CLERK'S OFFICE  
SPOKANE, WA

0	Hearing	0	Accept
0	Annexation	<input checked="" type="checkbox"/>	Approve
0	Report	0	Deny
<input checked="" type="checkbox"/>	Contract	0	Place on
0	Resolution	0	Set
0	Emergency Ord.		Date
0	First Rdg. Ord.	0	
0	Report of City Mgr.		
		0	Adopt
		0	Council
			Direction

Clerk's OPR 95-570 File [Signature]  
Eng./LID # \_\_\_\_\_ Bid \_\_\_\_\_

**AGENDA WORDING:** Interlocal agreement between the City of Spokane and the Spokane Transit Authority (STA) to provide the services of one commissioned City police officer at the STA Plaza facility. STA shall pay the City a fee of \$26,000 the first six months and \$61,000 the following twelve months. The term shall be from June 26, 1995 to December 26, 1996.

**BACKGROUND:** The City shall provide STA with the exclusive services of one commissioned officer to provide the public with City police service in and around the STA Plaza facility in downtown Spokane. The Officer has a primary obligation to the City, not STA, to enforce all laws and ordinances. The officer will work 40 hours per week. The City shall bill STA monthly in pro rata amounts. The contracted amount will fully reimburse the City for the salary and benefits of the Officer. Staff recommends approval of this agreement.

**ENVIRONMENTAL FINDING:** N/A

**FISCAL IMPACT:** \$ 26,000.00 Revenue

**BUDGET ACCOUNT #:** 0390 314  
068 0296 999 37520

**ATTACHMENTS: (List)**

Signatures of:

[Signature]  
Submitting Department - Police

[Signature]  
Division Director

[Signature]  
Legal

[Signature]  
Finance

[Signature]  
City Manager

**COUNCIL ACTION:**  
**ACTION:**

**DISTRIBUTION AFTER COUNCIL**  
Secy of State  
Accounting  
Budget Control  
Taxes & Licenses  
Police -Pat  
SPOKANE TRANSIT AUTH.  
CCOF  
County Auditor  
12

APPROVED & CONTRACT AUTHORIZED  
BY SPOKANE CITY COUNCIL:

JUN 26 1995  
[Signature]  
CMC/AAC, SPOKANE CITY CLERK

OPR 95-570

INTERLOCAL AGREEMENT FOR POLICE SERVICES

This Interlocal Agreement (hereinafter "Agreement") is entered into pursuant to RCW Chapter 39.34 between the CITY OF SPOKANE, a municipal corporation (hereinafter "City"), and SPOKANE TRANSIT AUTHORITY, a municipal corporation (hereinafter "STA"), whose address is W. 1230 Boone, Spokane, WA 99260.

The parties agree as follows:

A. PURPOSE. The purpose of this Agreement is to provide the public with City police services in and around the STA Plaza facility in downtown Spokane.

B. PERFORMANCE. The City shall provide STA with the exclusive services of one (1) commissioned City police officer ("the Officer") under the following terms:

- (1) Hours and rates to be worked: Five (5) days per week, 52 weeks per year, not to exceed 40 hours a week.
- (2) Equipment: All equipment, including a marked police vehicle, shall be supplied to the Officer by the City at no cost to STA.
- (3) Specific location of service: The Plaza, W. 701 Riverside, Spokane, WA, or at such other locations as directed by STA.

C. AGREEMENT TERM. The time of performance of the agreement shall be from June 26, 1995 to December 26, 1996.

D. SUBSTITUTION. The Officer assigned by the City to perform the services required by this Agreement shall not be removed, replaced, or substituted during the term of this Agreement except as agreed to by the parties or in the event of illness, disability, vacation, or termination of the officer's employment.

E. COMPENSATION. STA shall pay the City a fee of \$26,000 for the period from July 1, 1995 to December 31, 1995, and a fee of \$61,000 for the period from January 1, 1996 to December 31, 1996. as full compensation for everything furnished and done under this Agreement. The City shall bill STA monthly in pro rata amounts, with payment due ten (10) days from the invoice date. Payment shall be mailed to the Spokane Police Department, 1100 West Mallon, Spokane, Washington 99260-0001. All checks shall be payable to "City of Spokane."

F. ADMINISTRATOR. This Agreement shall be administered by Douglas Bird, Safety and Loss Manager for STA.



G. TERMINATION. This Agreement may be terminated by either party at any time upon sixty (60) days written notice to the other party.

H. DUTY STATUS. While performing services pursuant to this Agreement, the Officer is considered to be in an "on duty" status, but shall not be available for other assignments by the City except in the case of an emergency.

I. ADHERENCE TO CITY POLICIES AND PROCEDURES. While providing services pursuant to this Agreement, the Officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policies and procedures at all times.

J. NO DUTY TO STA. The Officer has a primary obligation to the City, not STA, to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations.

K. LIABILITY. In the event of litigation against STA arising out of the conduct of the Officer performing services under this agreement and joining STA on the sole basis of vicarious or respondeat superior liability, the City agrees to indemnify and hold STA harmless for any and all costs, including but not limited to, settlement, judgment, expert fees, and reasonable attorneys' fees; provided, however, that STA shall be liable for the negligence of itself and its employees; provided further, that in order to assert any rights pursuant to this section "K", STA must promptly tender any such claim to the City in writing; to permit the City to defend such claim and the City must reject the claim in writing.

L. INDEPENDENT CONTRACTOR STATUS. While performing duties under this Agreement, the Officer shall be considered an independent contractor and not an employee or agent of STA. The City and its employees shall not hold themselves out as, or claim to be, officers or employees of STA by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an employee of STA. The City shall be solely responsible for any wage or compensation claims by the Officer and shall save and hold STA harmless therefrom.

Dated this 27 day of June, 1995.

Approved as to form:

Barbara Burns  
Barbara Burns  
Assistant City Attorney

CITY OF SPOKANE

By: Roger Crum  
Roger Crum  
City Manager

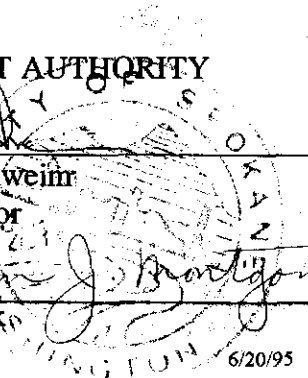
PERKINS, COIE, P.S.

By: Edward Johnson  
for Thomas F. Kingan  
Legal Counsel

SPOKANE TRANSIT AUTHORITY

By: Robert Allen Schweinn  
Robert Allen Schweinn  
Executive Director

Attest: Maile J. Montgomery  
City Clerk





July 26, 1995

CLERK'S FILE NO.  
CPR 95-2  
OPR 95-570

Secretary of State  
Olympia, WA 98504

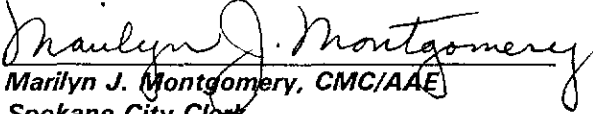
Dear Mr. Secretary:

RE:

**INTERLOCAL AGREEMENT BETWEEN SPOKANE TRANSIT AUTHORITY AND THE CITY OF  
SPOKANE TO PROVIDE POLICE SERVICES AT STA PLAZA**

*The above document has been approved and signed by appropriate City officials. A certified Copy of the document is enclosed as required for filing with your office.*

*Yours very truly,*

  
Marilyn J. Montgomery, CMC/AAE  
Spokane City Clerk

Enclosure

MJM:cl