

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

11/19/2018

Date Rec'd	11/13/2018
Clerk's File #	OPR 2018-0753
Renews #	

Submitting Dept	POLICE	Cross Ref #	SW68-18
Contact Name/Phone	ERIC OLSEN 835-4505	Project #	
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0680-INTERLOCAL AGREEMENT WITH SCSO AND ATF		

Agenda Wording

Interlocal Agreement with Spokane County and ATF for the purposes of agreeing to the joint renovation on a mutually shared EDU site on County Property. Expense to be reimbursed by SCSO to the City is \$40,000.

Summary (Background)

The Spokane Police Department (SPD), Spokane County Sheriff's Office (SCSO) and Alcohol, Tobacco, Firearms (ATF) would like to enter an agreement in order to memorialize shared uses and costs of property at Parcel No. 14112.9010. The entities have shared costs and uses on this property for several years. The property is in need of renovation and this contract records the cost sharing of the past and the future on this proposed renovation.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? YES	
Revenue	\$ 40,000.00	# 5901-79115-94000-56301-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	OLSEN, ERIC	Study Session	10/25/18
Division Director	ISAACSON, JENNIFER	Other	
Finance	SCHMITT, KEVIN	Distribution List	
Legal	ODLE, MARI	eolsen	
For the Mayor	ORMSBY, MICHAEL	Jisaacson@spokanepolice.org	
Additional Approvals		spd finance	
Purchasing		spd purchasing	
		JLundgren@spokanepolice.org	
		adeasy@spokanecity.org	

APPROVED BY
SPOKANE CITY COUNCIL:

11/19/2018
[Signature]
CITY CLERK

OPR #: 2018-0723

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is hereby entered into by and between the Spokane County Sheriff's Office (SCSO), the City of Spokane Police Department (SPD) and the United States Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

RECITALS

1. PURPOSE:

The purpose of this MOU between the SCSO, the SPD and ATF, hereinafter referred to as the "parties," is to define the parties' responsibilities both for currently needed repair and improvement work at a jointly used explosive disposal unit site ("EDU site"), and for ongoing shared use of the site. The property on which the EDU site is located is owned by Spokane County and located southeast of the intersection of Craig Road and Washington State Highway 902 (aka West Medical Lake Highway) in Cheney, WA. The property consists of Assessor's Parcel No. 14112.9010 located approximately in the 13100 block of W. State Route 902, legally described as follows: The North 574.5 feet of the Northwest Quarter (NW ¼) of Section 11, Township 24 North, Range 41 E.W.M., in the county of Spokane, State of Washington, Except the East 50 feet thereof, also except the West 1507.00 feet thereof, and also accept Road Right of ways.

2. BACKGROUND:

The EDU site consists of six (6) explosives storage containers commonly referred to as magazines or bunkers. Two of these containers are owned by ATF and sit atop railroad ties on concrete slabs. The other containers are jointly used by SPD and the SCSO. These four containers sit atop railroad ties and are located at the bottom of a hillside. All six of the explosives storage containers are surrounded by chain link fences and earth berms (hereinafter, "facilities") and the EDU site itself is secured with an electrically wired security alarm system.

The SCSO and SPD jointly have been using the EDU site to store explosives and conduct explosives training related activities for several decades. The SCSO and SPD memorialized their intent to continue jointly using the EDU site by entering into a written Memorandum of Understanding (MOU) in November 1999. *See attached.* The MOU generally addressed each agency's responsibility for designating and paying EDU personnel and maintaining professional certifications, and for payment of costs associated with EDU equipment (60% SPD and 40% SCSO). SPD and SCSO have shared the cost of annual weed spraying by alternating years between them (i.e., SPD odd years, SCSO even years).

10.09.2018.MOU

It is estimated that ATF began using the site for storage explosives in about the year 2002. No written MOU documents ATF's shared use of the EDU site. Historically, ATF has assumed responsibility for the security alarm system at the site.

Over the years, the security and safe use of the EDU site have been compromised primarily by weather related ground water erosion and movement of soil into the four SPD and SCSO storage facilities. This has resulted in the need for EDU site repair and improvement work to address issues such as a faulty alarm system, chain link gates being difficult to open and close, storage facility doors swinging closed while in use, and overall instability of these four explosives storage facilities. The repair and improvement work needed at the EDU site is more specifically outlined in the attached Scope of Work. *See* attached. The parties wish to define their responsibilities concerning the costs for the currently needed repair work, and their ongoing shared use of the EDU site.

3. AUTHORITY:

This MOU is entered into under the authority of, and shall be subject to, the laws and regulations of the United States, the State of Washington, Spokane County and Spokane City.

4. SCOPE:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree:

- A. The County of Spokane via SCSO shall provide access to the EDU site to each party's explosives disposal personnel and to contractors selected by any of the parties to conduct inspection, maintenance and/or repair work at the EDU site.
- B. SPD will be the MOU Administrator responsible for procuring all work for necessary site repair as outlined in the attached Scope of Work.
- C. SCSO will pay \$40,000 to SPD toward the cost of the currently needed EDU site repair and improvement work.
- D. The SPD will pay the balance of the costs for the currently needed EDU site repair and improvement work not otherwise paid for by the SCSO and not to exceed \$60,000.
- E. After the currently needed security system repair work is completed, ATF will continue to assume financial responsibility for future maintenance of the EDU site security alarm system up to, but not exceeding, \$1,000.00 per calendar year.
- F. SCSO and SPD will continue to share other costs associated with continued operation of the EDU site as referenced in the November 1999 MOU (60% SPD and 40% SCSO). SPD and SCSO will continue to share the costs of weed spraying as referenced in the Background section of this MOU at Section 1. Should either of the agency heads desire, negotiations as to a different funding split for any single purchase may be held between

the Spokane County Sheriff and the City of Spokane Police Chief or their respectively appointed designees.

5. LIABILITY:

Each of the parties shall be liable for the negligent or wrongful acts or omissions of its respective agents and employees while acting within the scope of their employment.

The parties acknowledge that Title 31, United States Code, Section 1341 and title 41, United State Code, Section 11 prohibit federal agencies from entering any agreement that requires a federal agency to indemnify and/or hold harmless another party where the amount of the government's liability is indefinite, indeterminate, or potentially unlimited. ATF is a component of the United States Department Justice, and, as such, it is a self-insured entity supported by the United States government.

Under the Federal Tort Claims Act, Title 28, United States Code, Section 1346 et seq., the United States Government accepts liability for the loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the federal government while acting within the scope of his or her office or employment.

The parties agree that should a claim arise under the terms and conditions of the Federal Tort Claims Act (FTCA), Title 28, United States Code, Sections 1346(b) and 2671 et seq., for the negligent or wrongful act and omission by its employees during the performance of assigned duties, ATF shall be responsible for the investigation and disposition of said claim. The parties agree to notify each other of any administrative claim arising out of an activity conducted pursuant to this agreement. Nothing in this paragraph prevents any party from conducting an independent administrative review of the incident giving rise to the claim; however, final disposition of the claim will be handled as provided herein. The parties agree to cooperate fully with one another in the event of an official investigation arising from alleged negligence or misconduct arising from acts related to the use of the EDU site.

6. SETTLEMENT OF DISPUTES:

The parties will attempt to resolve any disagreements arising under or related to this Agreement by consultation between the parties. To the extent there is no conflict with federal law, the parties further agree the venue for litigating disputes will be the Spokane County Superior Court.

7. AGREEMENT DURATION, TERMINATION AND AMENDMENT:

A. This MOU shall be effective upon the signature of all parties.

B. A party to this MOU may terminate its participation by providing sixty (60) days written notice of termination to the other parties. In the event of such termination, the following rules will apply:

1. The terminating party will continue participation, financial or

otherwise, up to the effective date of termination.

2. The terminating party will be responsible for safely removing their share of stored explosives from the EDU site.

C. This MOU may be amended by the mutual written consent of the parties' authorized representatives.

8. FORCE AND EFFECT:

This agreement is the complete and exclusive statement of agreement between the parties concerning use of the EDU site. This agreement supersedes all other understandings, oral or otherwise, regarding the subject matter of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first set forth above.

UNITED STATES ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES AGENCY



By: DAREK G. PLEASANTS
SPECIAL AGENT-IN-CHARGE, SEATTLE FIELD DIVISION

Dated this 2nd day of November, 2018.

CITY OF SPOKANE POLICE DEPARTMENT

By: CRAIG MEIDL,
CITY OF SPOKANE POLICE CHIEF

Dated this _____ day of _____, 2018.

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UNITED STATES ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES AGENCY

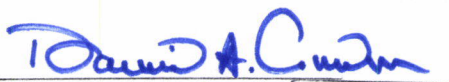
By: DAREK G. PLEASANTS
SPECIAL AGENT-IN-CHARGE, SEATTLE FIELD DIVISION

Dated this _____ day of _____, 2018.

CITY OF SPOKANE POLICE DEPARTMENT


By: CRAIG MEIDL,
CITY OF SPOKANE POLICE CHIEF

Dated this 30th day of October, 2018.

 12/4/18
David A. Condon
Mayor
City of Spokane

SPOKANE COUNTY SHERIFF'S OFFICE

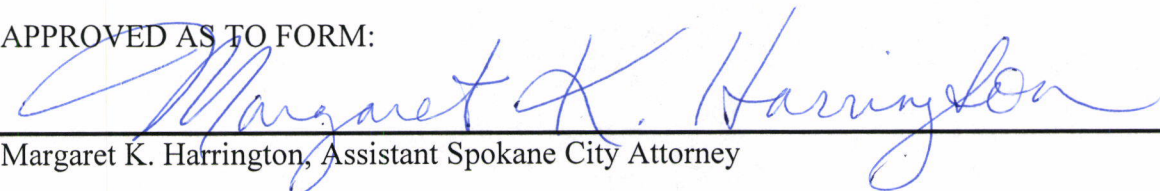

By: OZZIE D. KNEZOVICH,
SPOKANE COUNTY SHERIFF

Dated this 31st day of October, 2018.

ATTEST:


Spokane City Clerk

APPROVED AS TO FORM:


Margaret K. Harrington, Assistant Spokane City Attorney



MEMORANDUM OF UNDERSTANDING

SPOKANE CITY/COUNTY EXPLOSIVES DISPOSAL UNIT (EDU)

It is the intent of the Sheriff of Spokane County and the Chief of the Spokane Police Department to jointly engage in operation of a single unit for the purpose of addressing explosive incidents and education relating to explosives in Spokane and Spokane County.

PERSONNEL: Each agency will designate one command officer (lieutenant or above) to perform administrative and overall command of the unit. Each agency will further designate one supervisor (sergeant) who will exercise authority during incidents and coordinate individual unit assignments. Each agency will further designate such number of bomb technicians as is suitable for efficient unit operations. The number of technicians from each agency will be at the sole discretion of the employing agency.

All salaries, compensation, wages, and benefits as well as liability and other applicable insurance coverage shall be the responsibility of the employing agency of each unit member.

EQUIPMENT: Each agency will be responsible for equipment issued specifically to a unit member employed by that agency. Individual equipment provided shall at all times meet the minimum equipment requirements for bomb technicians as identified by the FBI Bomb Data Center Bomb Commanders standards committee.

Unit equipment necessary for the efficient and effective duties of the EDU will be shared in cost of purchase by the City of Spokane providing 60% of the purchase and County of Spokane providing 40% of the purchase.

EDUCATION/MEMBERSHIPS/CERTIFICATION: The employing agency will be responsible for the cost of each bomb technicians professional certifications, memberships and educational expenses.

OTHER COSTS: Per existing interagency agreement, all other costs associated with the EDU will be shared on the 60%/40% cost formula described under EQUIPMENT (above). Should either of the agency heads desire, negotiations as to a different funding split as to any single purchase may be held between the Sheriff of Spokane County and the Chief of the Spokane Police Department or their designee.

Either party may terminate participation under this MOU after first giving 90 days written notice the partner agency of the desire to terminate participation in this agreement.

Mark L. Steinhilber 11/22/99

Sheriff of Spokane County date

M. [Signature] 11/24/99

Chief of Police date

APPROVED AS TO FORM: *[Signature]* 11/16/99

Spokane County Legal Department Deputy Prosecuting Attorney date

James J. Mohler 11-9-99

City of Spokane Legal Department Assistant City Attorney City of Spokane date

ATTACHMENT A **SCOPE OF WORK**

EDU Range Renovation Project

Need for Project:

For almost 20 years, the Spokane County Sheriff's Office (SCSO) and the Spokane Police Department (SPD) jointly have operated an explosives disposal unit (EDU) pursuant to a November 1999 Memorandum of Understanding (MOU). During this time frame, EDU joint operations have taken place on property located southeast of the intersection of Craig Road and WA. St. Hwy 902 (aka W. Medical Lake Hwy) in Cheney, WA. Spokane County has owned the property since May 1968. From approximately 2002, US Alcohol, Tobacco and Firearms Agency (ATF) has also utilized the County's property for explosives disposal and storage.

The security and use of the EDU explosive magazines located at W 13207 SR 902 are being compromised by ground water erosion and the movement of soil in to the magazine bunkers. This has resulted in issues with the alarm system, gates being difficult to open, magazine doors swinging closed while in use, and magazine platforms being overrun with soil.

Solution:

EDU would like the area directly across from the current magazine locations to be built-up and prepared to support the weight and placement of concrete pads and the magazines. This general area should also be graded and prepared in such a manner as to allow for proper drainage in order to prevent future erosion problems.

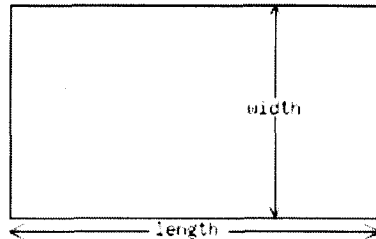
Scope of the Project:

1. All stages of the project to be coordinated with SPD EDU personnel.
2. Bring in dirt to level and prepare the new site.
3. Compact the soil to minimize ground settling and erosion issues.
4. Grade the surrounding area and access road to allow for proper drainage of rainwater and prevent the accumulation of standing water.
5. Construct four earth berms.
 - a. Same height and depth to match existing berms that are around the ATF magazines located on the site – minimum height to equal the height of each magazine for concealment from the highway.
 - b. Berms packed and prepared to prevent erosion issues.
 - c. Berms are to surround the four slabs listed below and in-line with existing ATF magazines.
6. Construct four rebar reinforced concrete slabs.
 - a. Minimum of 318 feet from the highway.
 - b. Minimum of 39 feet between each slab.

ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project

- c. Slab area prepared with 4 inches of 5/8 minus gravel and compacted.
- d. 1/2-inch steel rebar spaced 8 inches apart in a grid pattern and set on supports at a depth to be in the approximate middle of the concrete pour.
- e. Steel fence posts (for chain link fencing) set in to the corners of the concrete slabs.
- f. Minimum 6-inch depth of 4000 PSI concrete.
- g. Concrete slab dimensions (east to west).
 - i. 25 feet long by 14 feet wide (alarm conduit in back right corner).
 - ii. 10 feet long by 10 feet wide.
 - iii. 6 feet long by 10 feet wide
 - iv. 8 feet long by 10 feet wide.



- h. Concrete allowed to cure for two weeks prior to magazine placement (Pad one to cure for four weeks prior to placement if larger magazine is installed – contact EDU prior to placement).
7. Install conduit for alarm wiring and other needs.
- a. Meet with SPD EDU personnel prior to installation of conduit.
 - b. Trench from the east side of the Conex storage container to a junction box location determined by SPD EDU personnel. Junction box to be of a grade that is suitable for alarm wiring.
 - c. Install 2 inch conduit suitable for alarm wiring in the trench and cover.
 - d. Trench and install 3/4 inch conduit suitable for alarm wiring from the junction box to each new magazine slab. The conduit shall run under each concrete slab and extend 6 inches above the slab surface in the approximate center of the concrete slab (final location to be determined by SPD EDU personnel).
 - e. Trench and install 3/4 inch conduit suitable for alarm wiring from the junction box to points near the two current ATF magazines, and at a point where it will connect with the current alarm conduit used for those ATF magazines.
 - f. Install 1 inch conduit in the back right corner of each new slab for future power hookup/wiring – conduit to extend 6 inches above each slab surface and run underground to the outer perimeter of the slab.
 - g. Install 1 inch conduit in the back left corner of each new slab for later insertion of a metal grounding rod – conduit to extend 6 inches above

ATTACHMENT A
SCOPE OF WORK

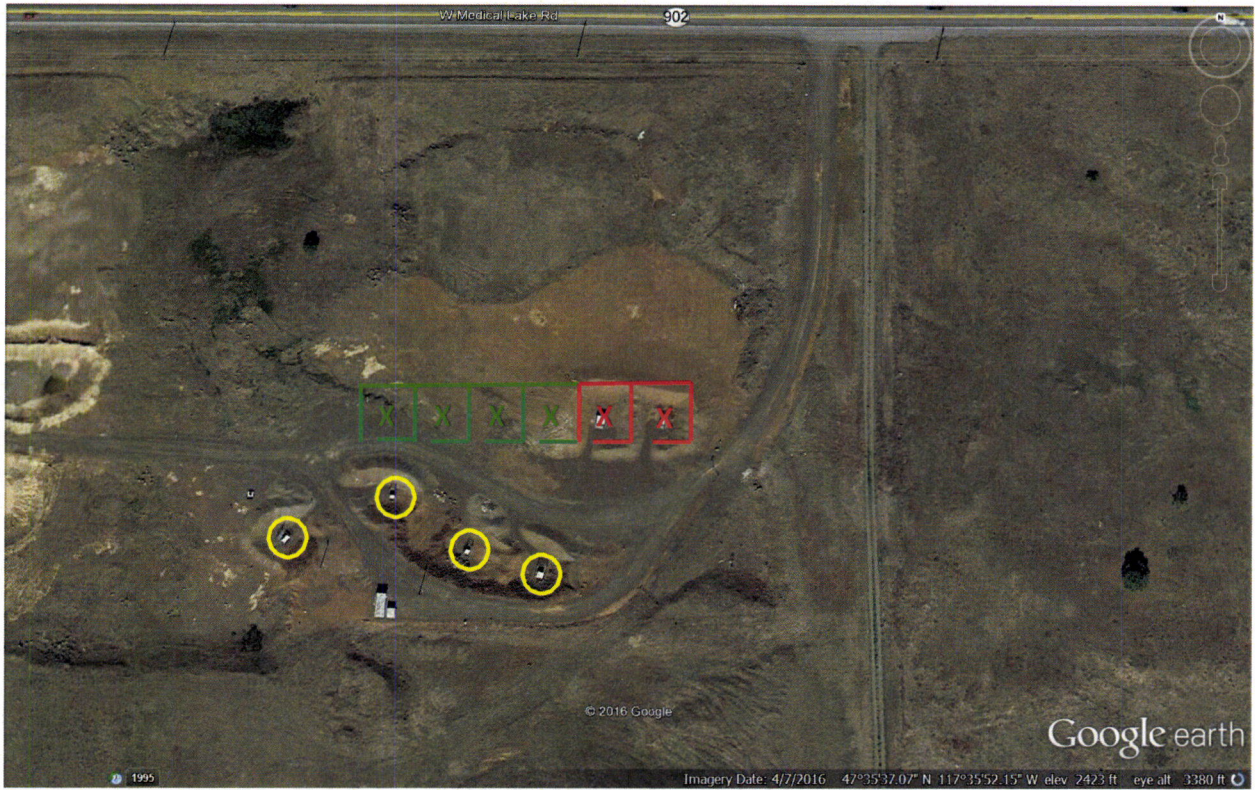
EDU Range Renovation Project

each slab surface.

- h. All alarm wiring and related alarm items to be coordinated with Spokane Police EDU personnel and ATF personnel.
8. Move existing magazines from their current location to the new slabs in the presence of an identified member of the Spokane Police EDU at the site.
 - a. Magazines to be placed on top of one or two levels of railroad ties (or similar 8" x 8" wood product) – magazines to be placed with coordination from EDU personnel present.
 9. Construct chain link fencing and gates around each magazine.
 - a. Minimum of 6 feet fence fabric height above top level of each slab.
 - b. One foot of three-strands of barbed wire placed around top of fencing of each slab.
 10. Gravel area around the front area of the gate for each slab.
 11. Removal and disposal of old railroad ties that were under the magazines at their previous locations as well as old fencing and any materials no longer used.
 12. Flatten and grade vacated magazine bunkers.

ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project



X = Current EDU Magazines that will be relocated

X = Current EDU Magazines that will stay

X = New location of magazines

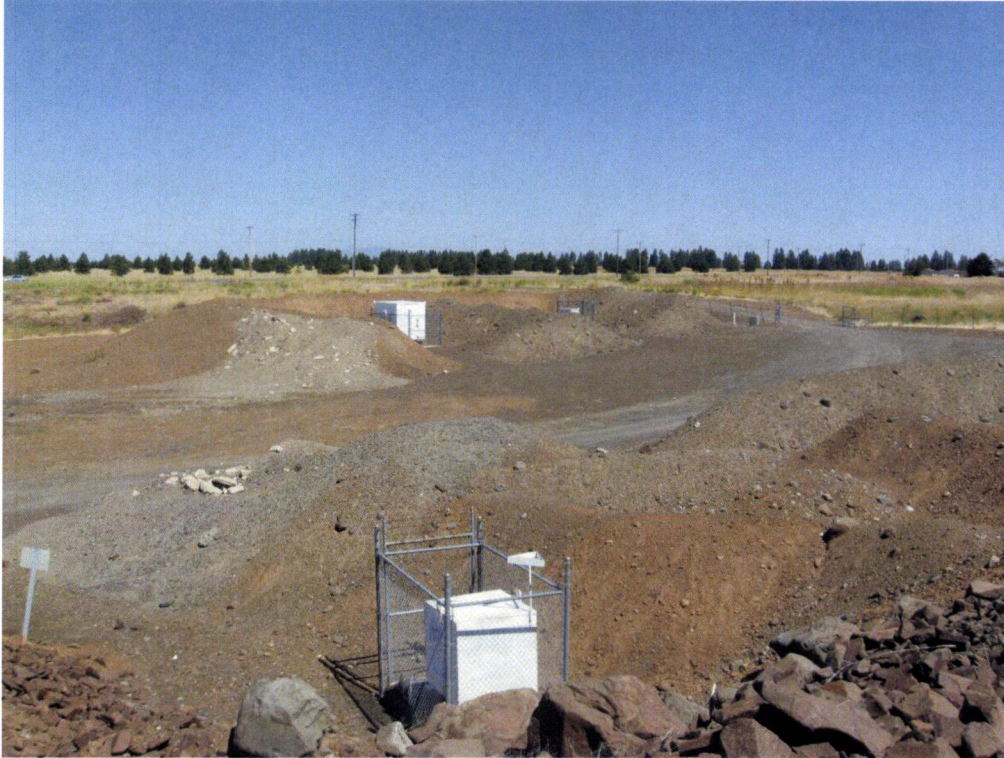
— = Current Berms

— = Future Berms

ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project

Below are some site pictures:



ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project



ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project



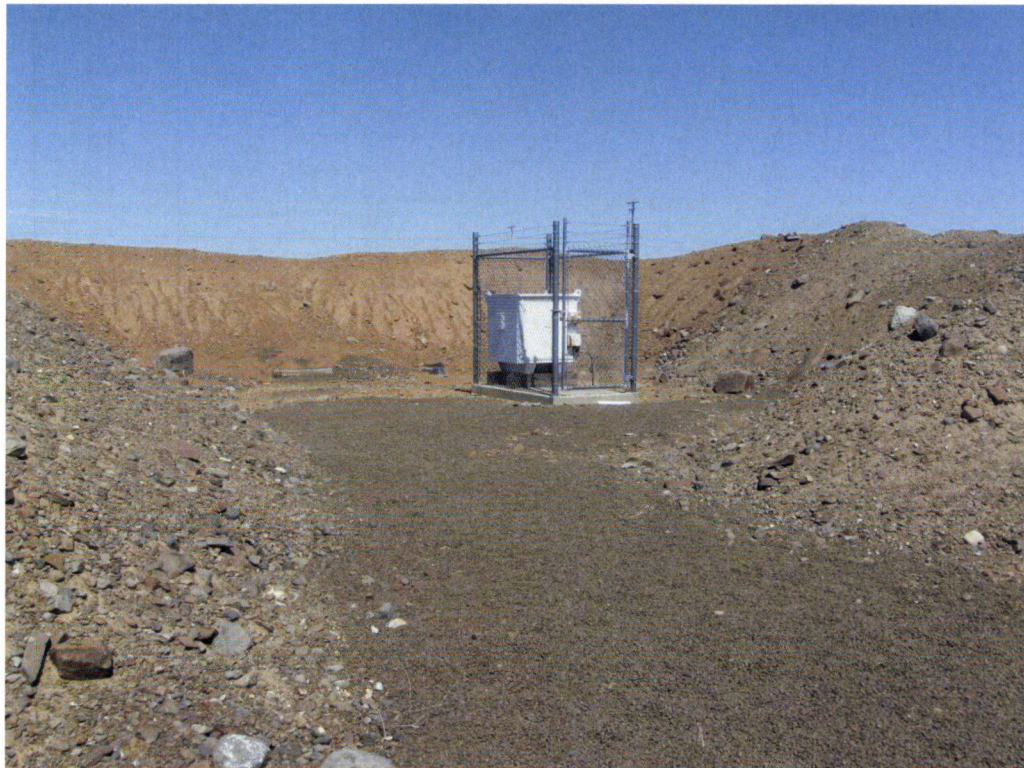
ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project



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ATTACHMENT A
SCOPE OF WORK

EDU Range Renovation Project





TAG NUMBER



PROPERTY DISPOSITION REQUEST PDR101

(To be completed by Department requesting disposition. Routing instructions at bottom. Not to be submitted electronically.)

SECTION A

PROPERTY INFORMATION (For property having numerous components, attach an itemized summary sheet using Form PDR102.)

The following property is (check type): [X] REPORTABLE PROPERTY; [] NON-REPORTABLE PROPERTY. [Itemization attached? [] YES; [] NO]

Property Description: 11 24 41 PT OF NW 1/4 Quantity: 1

Fixed/Attractive Asset No.: 14112.9010 Fixed/Attractive Asset Type: Land

Model No.: Serial No.: Equipment No.:

Acquired With Restricted Funding?: [] Yes; [X] No; (Specify Type): [] Federal Surplus; [] Grant; [] Other.

Identify Grant Type: Original Cost Paid: \$21 167

Current Info: Fund: 501 Account: Dept ID: 4380000 Sub Class:

Describe Condition Of Property: Good/Land

SECTION B

JUSTIFICATION

I. NAME (person & firm rendering opinion of value): Phone No.:

Check Appropriate Box & Attach Appraisal Or Estimate: [] Appraiser/Consultant [] Manufacturer [] Dealer [] Blue Book / N.A.D.A. [X] Resident County Expert [] Other (Specify):

II. AUTHORITATIVE REASONS FOR DISPOSITION (Initial next to all that apply and attach copies of supporting documentation -- required):

- Property has no commercial value -- monetary or utility (attach copy of estimates or opinions)
Cost of continued ownership exceeds net of disposition costs & proceeds (attach copy of cost comparisons & estimates)
Property is obsolete, irreparable, or incompatible with existing property (circle one & attach written explanation)
Property; [] is; [] is not; suitable for transfer & use by other departments within the County (attach statement to explain why)
Law, regulation, or directive mandates the disposition of said property (attach copy of said law, regulation or directive)
Written instructions of a duly authorized official (attach copy of said instructions)

SECTION C

METHOD OF DISPOSITION

If this disposition is in connection with another county project, please indicate the associated Project No.:

I. [X] TRANSFER TO (specify by checking one): [X] ANOTHER SPOKANE COUNTY AGENCY; [] INTERGOVERNMENTAL DISPOSITION (Donation) Name the outside agency receiving the property and attach a letter of understanding between the agencies:

II. [] SALE (please specify): A) [] PUBLIC AUCTION; B) [] INTERGOVERNMENTAL DISPOSITION (Sale); C) [] SEALED BID AUCTION (For B) and C), Attach a letter of understanding between the two agencies if intergovernmental disposition or; attach a recommended list of bidders if sealed bid.)

Dept.'s Min. Bid Price (optional) \$ Fixed Asset Custodian should understand that if there are no offers at the min. bid, property will be returned to the Department.

III. [] DESTRUCTION (Following approval by resolution, the Department must render property physically inoperative, in appearance & in effect, and dispose of it.)

IV. [] TRADE-IN & PURCHASE OF REPLACEMENT ITEM (Attach copy of P.O. which must indicate the trade-in value received in the transaction.)

P.O. NUMBER: FIXED/ATTRACTIVE ASSET NO. OF REPLACEMENT ITEM:

By signing below I, hereby attest that I have examined the above named property and rendered the opinion contained herein concerning the property's usefulness and estimate of fair market value. It is my opinion that the fair market value of said property is \$25,000, hereby, request that the above named property be disposed of in the manner described herein. I affirm that I have, and will retain stewardship of this property, including its physical storage, until the property is formally declared as surplus and the method of disposition is approved by Resolution of the Board of County Commissioners, and I will complete the physical disposition as approved, and in accordance with all applicable laws and regulations.

NOTE: This form only documents a Department's request to declare property as surplus. The request & disposal method must be approved by Resolution of the B.C.C.

Deborah Firkins SIGNATURE OF DEPARTMENT FIXED ASSET CUSTODIAN 10/8/18 DATE

Chad Coles SIGNATURE OF DEPARTMENT HEAD OR ELECTED OFFICIAL 10/8/18 DATE

SECTION D

TRANSFER TO SURPLUS WAREHOUSE

The signature below confirms the transfer of the above named property as indicated herein, to the Geiger Surplus Warehouse.

[X] PRINTED NAME OF REPRESENTATIVE, GEIGER SURPLUS WAREHOUSE SIGNATURE OF REPRESENTATIVE, GEIGER SURPLUS WAREHOUSE DATE

SECTION E

ACCEPTANCE OF INTERNAL TRANSFER WITHIN SPOKANE COUNTY (To be completed by the department head receiving the transfer of property.)

I, hereby, agree to accept the transfer of the above named property as indicated herein, and all responsibilities of stewardship for said property.

Tonya Wallace SIGNATURE OF DEPT. HEAD OR ELECTED OFFICIAL ACCEPTING TRANSFER 10-8-18 DATE