

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

01/28/2019

<b>Date Rec'd</b>	1/2/2019
<b>Clerk's File #</b>	OPR 2019-0030
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2017-0862
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	POLICE
<b>Contact Name/Phone</b>	KEVIN KING 835-4514
<b>Contact E-Mail</b>	KKING@SPOKANEPOLICE.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0680 - STA PLAZA INTERLOCAL AGREEMENT

**Agenda Wording**

Inter-local agreement between the City of Spokane and Spokane Transit Authority (STA) (SPOKANE, WA) to provide a safe and secure environment in the downtown Spokane area. Amount - \$86,900.00. Term: 01/01/2019-12/31/2019.

**Summary (Background)**

Spokane Police and STA have collaborated with each other for more than ten years to provide a police presence in and around the STA downtown Plaza and neighboring businesses. Police presence helps to deter illegal activity in an area of high pedestrian activity.

**Fiscal Impact** Grant related? NO  
Public Works? NO

**Budget Account**

Revenue	\$ 86,900.00	# 0680-11150--21250-34210-99999
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

<b><u>Dept Head</u></b>	KING, KEVIN
<b><u>Division Director</u></b>	KING, KEVIN
<b><u>Finance</u></b>	SCHMITT, KEVIN
<b><u>Legal</u></b>	DALTON, PAT
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session</u></b>	Urban Experience
<b><u>Other</u></b>	

**Distribution List**

spdfinance
CWahl
kking
mdoval
RWest@spokanetransit.com

**Additional Approvals****Purchasing**

APPROVED BY  
SPOKANE CITY COUNCIL:

1/28/2019  
  
CITY CLERK

## INTERLOCAL AGREEMENT

### FOR PLAZA POLICE SERVICES

This Interlocal Agreement ("Agreement") is between the City of Spokane ("City"), a Washington State municipal corporation, and the Spokane Transit Authority ("STA"), a Washington State municipal corporation and special purpose district; individually referred to as "Party" and jointly referred to as the "Parties".

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

WHEREAS, STA desires to continue to support the effort of the City and the SPD to dedicate one (1) commissioned SPD police officer ("SPD Officer") to the downtown Spokane area where STA services are delivered at its downtown transfer center, located at 701 W. Riverside Avenue, Spokane, WA ("The Plaza"); and

WHEREAS, a routine law enforcement presence consisting of SPD commissioned officers and STA Security officers ("STA Officers") with SPD special commissions located in and around The Plaza and neighboring businesses helps to deter illegal activity in an area of high pedestrian activity in downtown Spokane; and

WHEREAS, the Parties desire to enhance police services provided in, at and around The Plaza and to assist in furthering enforcement efforts in the areas surrounding The Plaza; and

WHEREAS, Chapter 10.93 RCW, Washington Mutual Aid Peace Officers Powers Act, establishes the nature and scope of the authorization of and powers granted to specially commissioned officers by SPD and STA Officers are recipients of such special commissions from SPD; and

WHEREAS, Chapter 39.34 RCW, Washington's 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 City and STA desire to set forth the scope of funding, police services, special commissions and training requirements and opportunities to be provided in furtherance of the Parties' mutual desire to provide for a routine law enforcement presence in and around the Plaza and neighboring areas.

NOW, THEREFORE, the Parties agree as follows:

1. **PURPOSE.** The purposes of this Agreement are to enable the City and the SPD to dedicate one (1) SPD Officer to assist STA by providing police patrol services to the downtown area in the immediate vicinity of the Plaza and its surrounding areas, and to assist in furthering enforcement efforts for the benefit of the public in and around the downtown area; to provide STA Officers with required certifications and recertification for SPD special commissions and control device training and certification; and, to provide STA Officers with additional law enforcement training opportunities as available and desired, under the following terms and conditions:
  - A. **SPD Officer.** The SPD Officer shall be assigned to the immediate vicinity of The Plaza and its surrounding areas to perform general patrol functions, and to conduct specific emphasis walk-throughs of the area. Emphasis walk-through will be conducted between the hours of 14:30 to 17:30, Monday through Friday, but may be adjusted to meet the demands of SPD calls, STA Security and those of the downtown service area.
    - i. **Equipment.** The City shall provide all equipment, including a marked police vehicle and/or bicycle for the SPD Officer.
    - ii. **Office and Supportive Facilities.** The SPD Officer shall be based out of the SPD downtown precinct, but shall have desk space as needed at the Plaza security office.
    - iii. **Police Service Area.** 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 in writing by both Parties.
    - iv. **Adherence to City Policy 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 SPD policy and procedures at all times.
    - v. **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.
  - B. **Communication.** STA Officers shall be permitted to have direct communication with the SPD's downtown precinct for assistance in responding to low level disturbances. SPD shall respond to such calls in accordance with precinct priorities.
  - C. **Mandatory Certification and Training of STA Officers.**
    - i. **Special Police Officer Training Certification.** The SPD shall provide initial and annual Special Police Officer Training ("SPOT") to STA Officers at no additional cost to STA. Successful completion of the 40-hour SPOT course is mandatory for all STA Officers prior to initially entering service as a SPD "specially commissioned Washington peace officer" as defined in RCW 10.93.020(5). To maintain certification as a SPD special commission officer, STA Officers are required to attend the 8-hour SPOT recertification course offered by the SPD each calendar year. Upon issuance of a SPD special commission, STA Officers shall be authorized to enforce provisions of the Spokane Municipal Code (SMC) as set forth on Exhibit A attached hereto and incorporated herein.



- ii. Control Device Certification. The SPD will provide STA Officers initial certification and annual recertification training in Baton and oleoresin capsicum (OC) control devices. STA Officers are required to successfully complete this training and attend annual recertification training in order to carry and deploy these control devices. No other control devices may be used by STA Officers.
  - iii. Crisis Intervention Training. The SPD shall provide a 40-hour Crisis Intervention Training course for at least two (2) STA Officers each calendar year.
2. TERM. This Agreement shall commence January 1, 2019, and continue through December 31, 2019, unless terminated earlier in accordance with Section 9 herein.
3. COMPENSATION. STA shall pay the City, an amount not to exceed \$86,900.00 (eighty-six thousand nine-hundred and 00/100 dollars) as full compensation for everything furnished and performed under this Agreement.
4. PAYMENT. The City shall submit quarterly applications for payment addressed to the address specified in Section 6 herein. Payment to the City will be made by check within ten (10) days of receipt of invoice to the remittance address specified in Section 6 herein.
5. ADMINISTRATORS. This Agreement shall be administered by the Parties' designated representatives below:

City of Spokane	Spokane Transit Authority
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001  E: <a href="mailto:cmeidl@spokanepolice.org">cmeidl@spokanepolice.org</a> P: (509) 625-4115	Mike Toole Manager, Safety & Security Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:mtoole@spokanetransit.com">mtoole@spokanetransit.com</a> P: (509) 325-6067

6. NOTICES. All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.



City of Spokane	Spokane Transit Authority
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001  E: <a href="mailto:cmeidl@spokanepolice.org">cmeidl@spokanepolice.org</a> P: (509) 625-4115	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:rwest@spokanetransit.com">rwest@spokanetransit.com</a> P: (509) 325-6000 F: (509) 325-6036
Remittance Address:  Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001	Accounts Payable:  Accounts Payable Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201

7. **INSURANCE.** During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):
- A. The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program.
  - B. STA shall maintain:
    - i. General Liability Insurance on an occurrence basis, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage to protect against legal liability arising out of the performance of this Agreement; and
    - ii. 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
    - iii. Workers' Compensation Insurance in compliance with Chapter 51.12.020 RCW, 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 per occurrence.
  - C. 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.

8. INDEMNIFICATION.

- A. In addition to the duties of a commissioning agency under Ch. 10.93 RCW, 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 this 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 this Agreement, except to the extent of the negligence of the City, its officers, employees and agents or as provided by Ch. 10.93 RCW. 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.

- 9. TERMINATION. This Agreement may be terminated by either Party by submitting a written Notice of Termination to the other Party in accordance with Section 6 herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.
- 10. 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.
- 11. VENUE. This Agreement shall be construed under the laws of the State of Washington. 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.
- 12. ASSIGNMENT. Neither Party may assign its interest in this Agreement without the express written consent of the other Party.
- 13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.
- 14. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- 15. SEVERABILITY. In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

16. 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 including gender expression or gender identity, 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. The Parties agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.
17. ANTI-KICKBACK. No officer or employee of the City of Spokane or the Spokane Transit Authority, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
18. 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.
19. 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, and STA shall file this Agreement in its usual fashion.
  - 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 solely responsible for the financing of its contractual obligations under its normal budgetary process.
  - G. Termination. See Section 9 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.

[signatures on the following page]



20. SIGNATURES. The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

**City of Spokane**

**Spokane Transit Authority**

David A. Condon  
By: David Condon  
Title: Mayor  
Date: 1/29/19

E. Susan Meyer  
By: E. Susan Meyer  
Title: Chief Executive Officer  
Date: 12/13/18

Craig Meldl  
By: Craig Meldl  
Title: Chief of Police  
Date: 1/29/19



Attest:  
Terri Pfister  
By: Terri Pfister  
Title: City Clerk  
Date: \_\_\_\_\_

Attest:  
Jan Watson  
By: Jan Watson  
Title: Clerk of the Authority  
Date: 12/13/18

Approved as to form:  
Michael Ormsby  
By: Michael Ormsby  
Title: City Attorney  
Date: 12/21/18

Approved as to form:  
Laura McAloon  
By: Laura McAloon  
Title: STA Attorney  
Date: 12/17/18

# EXHIBIT A

## STA TRANSIT OFFICERS AUTHORITY

Offenses related to safety and sanitation (Dog Poop)	SMC/INFR	10.03.100
Possession Of Stolen Property 3rd degree	SMC	10.05.064
Theft	SMC	10.05.100
Urinating In Public	SMC	10.06.015
Lewd Conduct	SMC	10.06.020
Making a False/ Misleading Statement to a Public Servant; False Reporting.	SMC	10.07.020.A
Obstructing A Law Enforcement Officer	SMC	10.07.032
Resisting Arrest	SMC	10.07.034
Unlawful Discharge Of A Laser (Adult - Criminal)	SMC	10.07.142
Unlawful Discharge Of A Laser (Juvenile-Civil)	SMC	10.07.144
Littering less than or equal to 1 cu ft. Side Walk	SMC/INFR	10.08.010.C.E1
Littering more than 1 CU FT Side Walk	SMC/INFR	10.08.010.C.E2
Providing Tobacco To A Minor	SMC	10.08.050
MIP Tobacco	SMC/INFR	10.08.055
Littering Lit Tobacco Products	SMC/INFR	10.08.112.D
Open/Consume Alcohol In A Public Place	SMC/INFR	10.08.200
MIP/Consuming Liquor Possess, Consume, or otherwise acquire.	SMC	10.08.210.A.1
MIP/Consuming Liquor Public Place or Motor Vehicle exhibiting effects/Trained by Officer Downing	SMC	10.08.210.A.2
Disorderly Conduct	SMC	10.10.020
Pedestrian Interference	SMC	10.10.025
Sit And Lie On Sidewalk In Retail Zone	SMC	10.10.026
Regulation Of Solicitation	SMC	10.10.027
Unlawful Bus Conduct	SMC	10.10.100
Assault	RCW	9A.36.041
Dangerous Weapons	RCW	9A.12.250
Weapons Apparently Capable of Producing Bodily Harm--Unlawful Carrying or Handling	RCW	9A.12.270
Criminal Trespass 1st	SMC	10.12.050.A
Criminal Trespass 2nd	SMC	10.12.050.C
Malicious Mischief Personal Property	SMC	10.12.020.A.1
Malicious Mischief Graffiti	SMC	10.12.020.A.2
Minor Possessing MJ	SMC	10.15.100
Open Possession/Consumption Of MJ	SMC/INFR	10.15.220

DOL auto reg. "when associated with investigations with report number." Commissioning authority only resides on the property of commissioned and county has not restricted what we can write for. To include buses, bus stops and park and ride lots. All minors are written under the RCW.

## Briefing Paper

### URBAN EXPERIENCE Committee Meeting 12/10/2018

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	STA Plaza Security - 2019
<b>Date:</b>	12/03/2018
<b>Contact (email &amp; phone):</b>	Kevin King – <a href="mailto:kking@spokanepolice.org">kking@spokanepolice.org</a> 509-835-4514
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Inter-local agreement with Spokane Transit Authority to provide a police officer based out of the Downtown Precinct from January 1, 2019 through December 31, 2019. The revenue will be \$86,900.00. -
<b>Background/History:</b> 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	
<b>Executive Summary:</b>  <p>The funds from this inter-local agreement will allow us to have a significant impact upon perceived safety in the area surrounding the STA Plaza. Routine police presence in and around the STA plaza and surrounding areas helps to deter illegal activity in an area of high pedestrian activity. The revenue will reimburse SPD for the salary and benefits of a commissioned police officer</p>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



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

12/18/2017

<b>Date Rec'd</b>	12/4/2017
<b>Clerk's File #</b>	OPR 2017-0862
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	2018 BUDGET

## Briefing Paper

### Public Safety & Community Health

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Spokane Transit Authority Inter-local
<b>Date:</b>	12/04/2017
<b>Contact (email &amp; phone):</b>	Kevin King 509-835-4514 kking@spokanepolice.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The Spokane Police Department and Spokane Transit Authority rely on a partnership to help keep downtown safe. This contract allows sharing resources for the downtown area.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	12/31/2017
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of 2018 Contract
<b>Background/History:</b> The Police Department (SPD) has contracted with Spokane Transit Authority (STA) for several years 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.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>SPD agrees to provide an officer to patrol the STA plaza and surrounding areas.</li> <li>STA will reimburse SPD up to \$86,900.00 for the services</li> <li>Police presence helps to deter illegal activity in an area of high pedestrian activity.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
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## INTERLOCAL AGREEMENT

### FOR PLAZA POLICE SERVICES

This Interlocal Agreement ("Agreement") is between the City of Spokane ("City"), a Washington State municipal corporation, and the Spokane Transit Authority ("STA"), a Washington State municipal corporation and special purpose district; individually referred to as "Party" and jointly referred to as the "Parties".

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

WHEREAS, STA desires to continue to support the effort of the City and the SPD to dedicate one (1) commissioned SPD police officer ("SPD Officer") to the downtown Spokane area where STA services are delivered at its downtown transfer center, located at 701 W. Riverside Avenue, Spokane, WA ("The Plaza"); and

WHEREAS, a routine law enforcement presence consisting of SPD commissioned officers and STA Security officers ("STA Officers") with SPD special commissions located in and around The Plaza and neighboring businesses helps to deter illegal activity in an area of high pedestrian activity in downtown Spokane; and

WHEREAS, the Parties desire to enhance police services provided in, at and around The Plaza and to assist in furthering enforcement efforts in the areas surrounding The Plaza; and

WHEREAS, Chapter 10.93 RCW, Washington Mutual Aid Peace Officers Powers Act, establishes the nature and scope of the authorization of and powers granted to specially commissioned officers by SPD and STA Officers are recipients of such special commissions from SPD; and

WHEREAS, Chapter 39.34 RCW, Washington's 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 City and STA desire to set forth the scope of funding, police services, special commissions and training requirements and opportunities to be provided in furtherance of the Parties' mutual desire to provide for a routine law enforcement presence in and around the Plaza and neighboring areas.

NOW, THEREFORE, the Parties agree as follows:



1. PURPOSE. The purposes of this Agreement are to enable the City and SPD to dedicate one (1) commissioned City police officer ("SPD Officer") to assist STA by providing police patrol services to the downtown area in the immediate vicinity of the Plaza and its surrounding areas, and to assist in furthering enforcement efforts for the benefit of the public in and around the downtown area; to provide STA Officers with required certifications and recertifications for SPD special commissions and control device training and certification; and, to provide STA Officers with additional law enforcement training opportunities as available and desired, under the following terms and conditions:
  - A. SPD Officer. The SPD Officer shall be assigned to the immediate vicinity of The Plaza and its surrounding areas to perform general patrol functions, and to conduct specific emphasis walk-throughs of the area. Emphasis walk-through will be conducted between the hours of 14:30 to 17:30, Monday through Friday, but may be adjusted to meet the demands of SPD calls, STA Security and those of the downtown service area.
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    - iii. Police Service Area. 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 in writing by both Parties.
    - iv. Adherence to City Policy 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 SPD policy and procedures at all times.
    - v. 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.
  - B. Communication. STA Officers shall be permitted to have direct communication with the SPD's downtown precinct for assistance in responding to low level disturbances. SPD shall respond to such calls in accordance with precinct priorities.
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    - i. Special Police Officer Training Certification. The SPD shall provide initial and annual Special Police Officer Training ("SPOT") to STA Officers at no additional cost to STA. Successful completion of the 40 hour SPOT course is mandatory for all STA Officers prior to initially entering service as a SPD "specially commissioned Washington peace officer" as defined in RCW 10.93.020(5). To maintain certification as a SPD special commission officer, STA Officers are required to attend the 8 hour SPOT recertification course offered by the SPD each calendar year. Upon issuance of a SPD special commission, STA Officers shall be authorized to enforce provisions of the Spokane Municipal Code (SMC) as set forth on Exhibit A attached hereto and incorporated herein.

- ii. Control Device Certification. The SPD will provide STA Officers initial certification and annual recertification training in Baton and oleoresin capsicum (OC) control devices. STA Officers are required to successfully complete this training and attend annual recertification training in order to carry and deploy these control devices. No other control devices may be used by STA Officers.
  - iii. Crisis Intervention Training. The SPD shall provide a 40 hour Crisis Intervention Training course for at least two (2) STA Officers each calendar year.
2. TERM. This Agreement shall commence January 1, 2018, and continue through December 31, 2018, unless terminated earlier in accordance with Section 9 herein.
3. COMPENSATION. STA shall pay the City, an amount not to exceed \$86,900.00 (eighty-six thousand nine hundred and 00/100 dollars) as full compensation for everything furnished and performed under this Agreement.
4. PAYMENT. The City shall submit quarterly applications for payment addressed to the address specified in Section 6 herein. Payment to the City will be made by check within ten (10) days of receipt of invoice to the remittance address specified in Section 6 herein.
5. ADMINISTRATORS. This Agreement shall be administered by the Parties' designated representatives below:

City of Spokane	Spokane Transit Authority
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001  E: <a href="mailto:cmeidl@spokanepolice.org">cmeidl@spokanepolice.org</a> P: (509) 625-4115	Mike Toole Manager, Safety & Security Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:mtoole@spokanetransit.com">mtoole@spokanetransit.com</a> P: (509) 325-6067

6. NOTICES. All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.



City of Spokane	Spokane Transit Authority
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001  E: <a href="mailto:cmeidl@spokanepolice.org">cmeidl@spokanepolice.org</a> P: (509) 625-4115	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:rwest@spokanetransit.com">rwest@spokanetransit.com</a> P: (509) 325-6000 F: (509) 325-6036
Remittance Address:  Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001	Accounts Payable:  Accounts Payable Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201

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

A. The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program.

B. STA shall maintain:

- i. General Liability Insurance on an occurrence basis, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage to protect against legal liability arising out of the performance of this Agreement; and
- ii. 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
- iii. Workers' Compensation Insurance in compliance with Chapter 51.12.020 RCW, 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 per occurrence.

C. 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.



8. INDEMNIFICATION. [LM1]

- A. In addition to the duties of a commissioning agency under Ch. 10.93 RCW, 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 this 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 this Agreement, except to the extent of the negligence of the City, its officers, employees and agents or as provided by Ch. 10.93 RCW. 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.
9. TERMINATION. This Agreement may be terminated by either Party by submitting a written Notice of Termination to the other Party in accordance with Section 6 herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.
10. 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.
11. VENUE. This Agreement shall be construed under the laws of the State of Washington. 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.
12. ASSIGNMENT. Neither Party may assign its interest in this Agreement without the express written consent of the other Party.
13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.
14. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
15. SEVERABILITY. In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

16. 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 including gender expression or gender identity, 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. The Parties agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.
17. ANTI-KICKBACK. No officer or employee of the City of Spokane or the Spokane Transit Authority, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
18. 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.
19. 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, and STA shall file this Agreement in its usual fashion.
  - 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 solely responsible for the financing of its contractual obligations under its normal budgetary process.
  - G. Termination. See Section 9 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.

[signatures on the following page]

20. SIGNATURES. The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

**City of Spokane**

**Spokane Transit Authority**

David A. Condon

By: David Condon  
Title: Mayor

Date: 12-22-17

E. Susan Meyer

By: E. Susan Meyer  
Title: Chief Executive Officer

Date: 12-18-17

Justin Lundgren  
By: Craig Meidl  
Title: Chief of Police  
Date: 01/03/18

JUSTIN LUNDGREN  
ASST. CHIEF OF POLICE



Attest:

Attest:

Terri Pfister  
By: Terri Pfister  
Title: City Clerk  
Date: \_\_\_\_\_

Jan Watson  
By: Jan Watson  
Title: Clerk of the Authority  
Date: 12/14/17

Approved as to form:

Approved as to form:

Michael C. Ormsby  
By: Michael Ormsby  
Title: City Attorney  
Date: December 22, 2017

Laura McAloon  
By: Laura McAloon  
Title: STA Attorney  
Date: 12/14/17

# EXHIBIT A

## STA TRANSIT OFFICERS AUTHORITY

Offenses related to safety and sanitation (Dog Poop)	SMC/INFR	10.03.100
Possession Of Stolen Property 3rd degree	SMC	10.05.064
Theft	SMC	10.05.100
Urinating In Public	SMC	10.06.015
Lewd Conduct	SMC	10.06.020
Making a False/ Misleading Statement to a Public Servant; False Reporting.	SMC	10.07.020.A
Obstructing A Law Enforcement Officer	SMC	10.07.032
Resisting Arrest	SMC	10.07.034
Unlawful Discharge Of A Laser (Adult - Criminal)	SMC	10.07.142
Unlawful Discharge Of A Laser (Juvenile-Civil)	SMC	10.07.144
Littering less than or equal to 1 cu ft. Side Walk	SMC/INFR	10.08.010.C.E1
Littering more than 1 CU FT Side Walk	SMC/INFR	10.08.010.C.E2
Providing Tobacco To A Minor	SMC	10.08.050
MIP Tobacco	SMC/INFR	10.08.055
Littering Lit Tobacco Products	SMC/INFR	10.08.112.D
Open/Consume Alcohol In A Public Place	SMC/INFR	10.08.200
MIP/Consuming Liquor Possess, Consume, or otherwise acquire.	SMC	10.08.210.A.1
MIP/Consuming Liquor Public Place or Motor Vehicle exhibiting effects/Trained by Officer Downing	SMC	10.08.210.A.2
Disorderly Conduct	SMC	10.10.020
Pedestrian Interference	SMC	10.10.025
Sit And Lie On Sidewalk In Retail Zone	SMC	10.10.026
Regulation Of Solicitation	SMC	10.10.027
Unlawful Bus Conduct	SMC	10.10.100
Assault	RCW	9A.36.041
Dangerous Weapons	RCW	9A.1.250
Weapons Apparently Capable of Producing Bodily Harm--Unlawful Carrying or Handling	RCW	9A.1.270
Criminal Trespass 1st	SMC	10.12.050.A
Criminal Trespass 2nd	SMC	10.12.050.C
Malicious Mischief Personal Property	SMC	10.12.020.A.1
Malicious Mischief Graffiti	SMC	10.12.020.A.2
Minor Possessing MJ	SMC	10.15.100
Open Possession/Consumption Of MJ	SMC/INFR	10.15.220

DOL auto reg. "when associated with investigations with report number." Commissioning authority only resides on the property of commissioned and county has not restricted what we can write for. To include buses, bus stops and park and ride lots. All minors are written under the RCW.





**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><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Revenue	\$ 57,933.00	#	0680-11150-21250-34210
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	LYNDS, SARAH	<b><u>Study Session</u></b>	PSC 03/21/2016
<b><u>Division Director</u></b>	MEIDL, CRAIG	<b><u>Other</u></b>	
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	WHALEY, HUNT	achirowamangu	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	ewade	
<b><u>Additional Approvals</u></b>		slynds	
<b><u>Purchasing</u></b>		Contract Accounting	
		cwahl	
		mmartinez	

APPROVED BY  
SPOKANE CITY COUNCIL:

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

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

---

**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

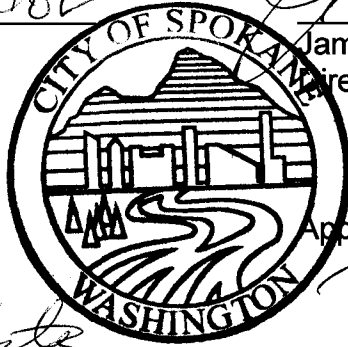
CITY OF SPOKANE

*David Condon*  
City Administrator

David Condon  
Mayor of Spokane

*James McDevitt*

James McDevitt  
Director of Law Enforcement



Attest:

*Semi L. Poffe*  
City Clerk

Approved as to form:

*Nancy Isserlis*  
City Attorney

Dated: 4/21/16

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



**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

---

**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.

**Fiscal Impact**

Revenue	\$ 86,900.00
Select	\$
Select	\$
Select	\$

**Budget Account**

# 0680-11100-21221-34210
#
#
#

**Approvals**

<b><u>Dept Head</u></b>	DOBROW, RICK
<b><u>Division Director</u></b>	STRAUB, FRANK
<b><u>Finance</u></b>	LESESNE, MICHELE
<b><u>Legal</u></b>	WHALEY, HUNT
<b><u>For the Mayor</u></b>	SANDERS, THERESA

**Council Notifications**

<b><u>Study Session</u></b>	12/15/2014
<b><u>Other</u></b>	

**Distribution List**

achirowamangu ; J. Faught
klaar
ewade
slynds
Contract Accounting
MToole@spokanetransit.com

**Additional Approvals**

**Purchasing**

APPROVED BY SPOKANE CITY COUNCIL ON

1/5/2015  
*[Signature]*  
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



Len Hedges  
City Clerk

CITY OF SPOKANE

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

Approved as to form:

Pat Dalton  
Assistant City Attorney

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

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

01/06/2014

**Date Rec'd**

12/18/2013

**Clerk's File #**

OPR 2014-0012

**Renews #****Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

POLICE

**Contact Name/Phone**

TIM SCHWERING 625-4109

**Contact E-Mail**

TSCHWERING@SPOKANEPOLICE.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0680-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.

**Fiscal Impact**

Revenue \$ 86,900.00

Select \$

Select \$

Select \$

**Budget Account**

# 0680-11100-21221-34210

#

#

#

**Approvals****Dept Head**

SCHWERING, TIM

**Division Director**

SCHWERING, TIM

**Finance**

LESESNE, MICHELE

**Legal**

BURNS, BARBARA

**For the Mayor**

SANDERS, THERESA

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

12/16/13-Public Safety

**Other****Distribution List**

ewade

AChirowamangu

KOrlob

**Additional Approvals****Purchasing**

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



Attest:

Leni Hefler  
City Clerk

CITY OF SPOKANE

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

Approved as to form:

[Signature]  
Assistant City Attorney

Dated: 1/16/14

SPOKANE TRANSIT AUTHORITY

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

Attest:

Jan Watson  
Jan Watson, Clerk of the Authority

Approved as to form:

[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:

[Signature]  
City Clerk **Acting**

Approved as to form:

[Signature]  
Assistant City Attorney

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



SPOKANE TRANSIT AUTHORITY

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

Attest:

Jan Watson  
Jan Watson, Clerk of the Authority

Approved as to form:

[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		<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>	
Olympia	WA	98502	
<b>INSURED</b> Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		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 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 ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS 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 AUTO ONLY: EA ACC	\$ 5,000,000
						AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" 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 Respects 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.

## CERTIFICATE HOLDER

## CANCELLATION

City of Spokane Spokane Police Department 1100 W Mallon Ave Spokane, WA 99260	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 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.</b> AUTHORIZED REPRESENTATIVE <i>Allen F. Hatten</i>
--	---

## **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



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

**Agenda Wording**

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.

**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>	MEIDL, CRAIG	<b>Study Session</b>	Public Safety Committee 12/19/11
<b>Division Director</b>		<b>Other</b>	
<b>Finance</b>	LESESNE, 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.
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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

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- 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.

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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.

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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.

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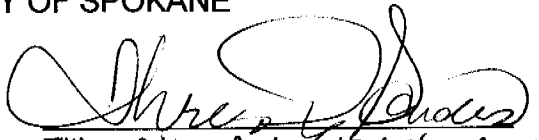
G. Termination. See provision 2 above.

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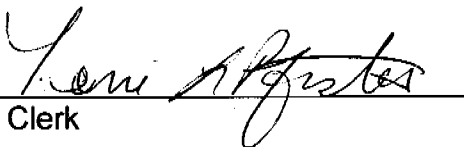
Dated: 1/17/2012

By:   
Title: Mayor

CITY OF SPOKANE

By:   
Title: City Administrator

Attest:

  
City Clerk

Approved as to form:

  
Assistant City Attorney



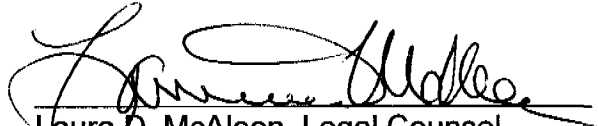
Attest.

  
Jan Watson, Clerk of the Authority

SPOKANE TRANSIT AUTHORITY

By:   
E. Susan Meyer, CEO

Approved as to form:

  
Laura D. McAloon, Legal Counsel

11-380



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

\*OPR 2010-0976

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

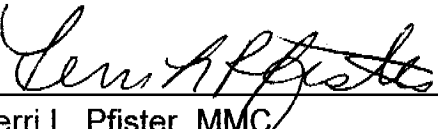
agreement for select Microsoft products from January 1, 2011 through December 31, 2011—\$234,967.76 (including tax). (OPR 08-1141)

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



# Agenda Sheet for City Council Meeting of\*

01/10/2011

Status: CLERK REVIEW

Date Rec'd (Clerk use only)	12/28/2010
Clerk's File #	OPR 2010-0976
Renews #	OPR 2009-1026
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept*	POLICE
Contact Name & Phone*	SCOTT JOHNSON 625-4117
Contact E-Mail*	SJOHNSON@SPOKANEPOLICE.ORG
Add'l Docs Attached? <input checked="" type="checkbox"/>	Contract Item

Agenda Item Name: Begin with Dept # 0680 SPOKANE TRANSIT AUTHORITY INTERLOCAL AGREEMENT

Agenda Wording\*: (69 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)\*: (85 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.

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

Approvals	Council Notifications (Date)
Dept Head JOHNSON, SCOTT	Study Session 12/20/2010
Division Director	Other
Finance LESESNE, MICHELE	Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Legal BURNS, BARBARA	ewade
For the Mayor WILLIAMS, BOBBY	agolden

Additional Approvals	Mtoole@spokanetransit.com
Purchasing	SMeyer@spokanetransit.com
Select Dept 1	Contract Accounting
Select Dept 2	
Select Dept 3	



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.
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: 1/18/11

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

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

Approved as to form:

Laura D. McAloon, Legal Counsel

10-387



01/18/2010  
2008

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

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

Submitting Dept.  
Police

Contact Person/Phone No.  
Scott Johnson x4117

Council Sponsor  
Public Safety Committee

## ADMINISTRATIVE SESSION

- X Contract
- o Report
- o Claims

## LEGISLATIVE SESSION

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

## CITY PRIORITY

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

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

DPR 2009-1026  
(DPR 2008-1147)

## STANDING COMMITTEES

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev
- x Public Safety 12/21/09
- o Public Works

Neighborhood/Commission/Committee Notified:

Action Taken:

## AGENDA

### WORDING:

(If contract, include the term.)

Interlocal Agreement between 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:** o N/A

**Budget Account:** o N/A

o Expenditure: \$

#

X Revenue: \$

#0680-11100-21221-34210

o Budget Neutral

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

On file for Review in Office of City Clerk:

### SIGNATURES:

*Scott Johnson*  
Department Head

Division Head

*B. Burns*  
Legal

For the Mayor

*Pam Delarosa*  
Finance  
*Alexander Joe Hogen*  
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:

*January 4, 2010*  
*Lerni A. [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**

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.

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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:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney

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



SPOKANE TRANSIT AUTHORITY

By: [Signature]  
E. Susan Meyer, CEO

Attest:

[Signature]  
Jan Watson, Clerk of the Authority

Approved as to form:

[Signature]  
Laura D. McAloon, Legal Counsel

09-459

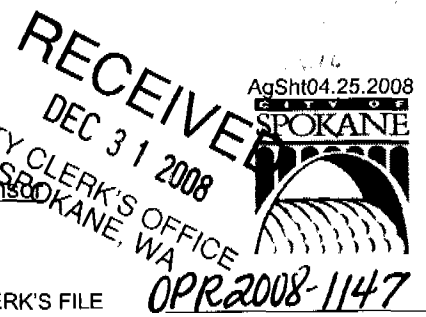


01/14/09  
**AGENDA SHEET FOR COUNCIL MEETING OF: January 12, 2009**

Submitting Dept.  
Police

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

Council Sponsor  
Joe Shogan



**ADMINISTRATIVE SESSION**

- x Contract
- o Report
- o Claims

**LEGISLATIVE SESSION**

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

**CITY PRIORITY**

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

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

OPR 2008-0957

n/a

**STANDING COMMITTEES**

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev
- x Public Safety 12/15/08
- o Public Works

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

**AGENDA**

**WORDING:**

(If contract, include the term.)

Interlocal Agreement between the City of Spokane and 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:** o N/A

**Budget Account:** o N/A

o Expenditure: \$

#

x Revenue: \$84,786.63

# 0680-11101-21221-34210

o Budget Neutral

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

**SIGNATURES:**

*Joe Moberly*  
Department Head

Division Director

*Bob Burns*  
Legal

For the Mayor

*Pam Nolan*  
Finance *mrl*  
*Alexander Joe Shogan Jr.*  
Council President

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

Spokane Transit Authority -  
jwatson@spokanetransit.com

APPROVED BY

**COUNCIL ACTION:**

SPOKANE CITY COUNCIL:

*January 12, 2009*  
*Kevin G. Hulse*  
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.

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.

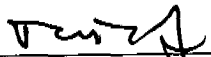
F. Financing. Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes (only) affecting this agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

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: 11/15/09

CITY OF SPOKANE

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

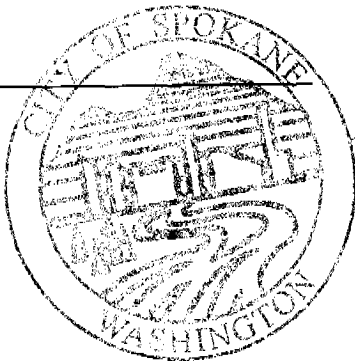
Attest:

  
City Clerk


Approved as to form:

  
Assistant City Attorney

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




Attest:

  
Jan Watson, Clerk of the Authority

SPOKANE TRANSIT AUTHORITY

By:   
E. Susan Meyer, CEO

Approved as to form:

  
Laura D. McAloon, Legal Counsel

40c71

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 Sponsor  
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

n/a

Neighborhood/Commission/Committee Notified:

Public Safety Committee

Action Taken:

OPR 2006-0957  
OPR 2005-0781

**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:** ☐ N/A

**Budget Account:** ☐ 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  
Seri A. Foster  
CITY CLERK



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

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.

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.

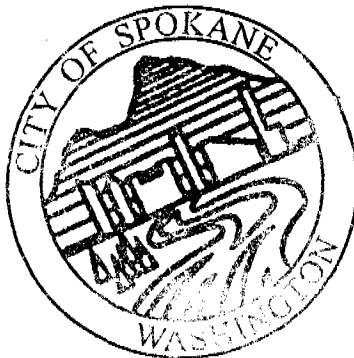
F. Financing. Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes (only) affecting this agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

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.

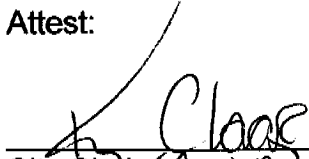
Dated: December 27, 2006

CITY OF SPOKANE



By: Dale Maddox  
for Deputy Mayor

Attest:


  
City Clerk (ACTING)

Approved as to form:

  
Assistant City Attorney

Dated: December 20, 2006

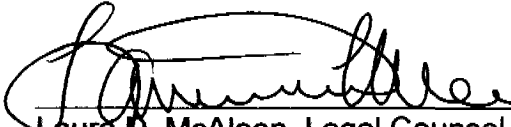
SPOKANE TRANSIT AUTHORITY

By:   
E. Susan Meyer, CEO

Attest:

  
Jan Watson, Clerk of the Authority

Approved as to form:

  
Laura D. McAloon, Legal Counsel

37c56



# 12/20/05 AGENDA SHEET FOR COUNCIL MEETING OF: October 17, 2005

Submitting Dept.  
POLICE

Contact Person  
JIM NICKS

Phone No.  
625-4026

**ADMINISTRATIVE SESSION**

- x Contract
- o Report
- o Claims

**LEGISLATIVE SESSION**

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

**CITY PRIORITY**

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

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

Neighborhood/Commission/Committee Notified:  
Public Safety Committee

Action Taken:

**STANDING COMMITTEES**

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev
- x Public Safety 09/19/05
- o Public Works

## 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 prorate amounts, which reimburses the City for the salary and benefits of the officer.

**RECOMMENDATION:** Staff recommends approval.

**Fiscal Impact:** o N/A**Budget Account:** o N/A

o Expenditure: \$

#

x Revenue: \$89,423.10

#0680-11101-21221-34210

o Budget Neutral

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

**SIGNATURES:**

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

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

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Legal

\_\_\_\_\_  
Deputy Mayor

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

**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.
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- 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



SPOKANE TRANSIT AUTHORITY

AGR

\$37.00

5303044

Page: 5 of 6

11/09/2005 03:39P

Spokane Co, WA

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.

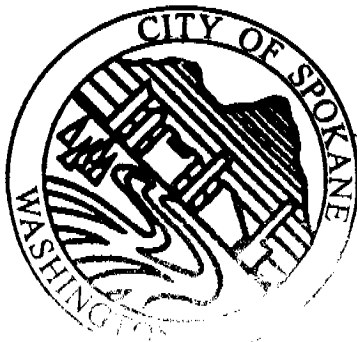
H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this agreement shall remain with the acquiring Party upon termination of the agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing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

Dated: October 24, 2005

CITY OF SPOKANE

By: 

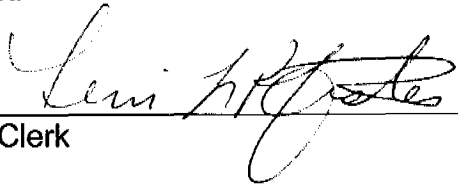
Deputy Mayor





SPOKANE TRANSIT AUTHORITY      AGR      \$37.00

Attest:

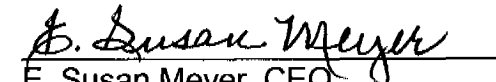
  
City Clerk

Approved as to form:


  
Assistant City Attorney

Dated: 10/25/05

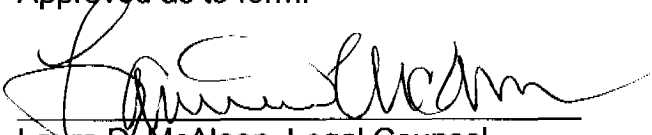
SPOKANE TRANSIT AUTHORITY

By:   
E. Susan Meyer, CEO

Attest:

  
GERALYN GARBERG, Clerk of the Authority

Approved as to form:

  
Laura D. McAloon, Legal Counsel

37c56



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

Submitting Dept.  
POLICE

Contact Person  
PATTI ROBBINS

Phone No.  
625-4061

RECEIVED

109-03  
CITY CLERK'S OFFICE  
SPOKANE, WA

**ADMINISTRATIVE SESSION**

- x Contract
- o Report
- o Claims

**LEGISLATIVE SESSION**

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

**CITY PRIORITY**

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

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

Neighborhood/Commission/Committee Notified:

Action Taken:

OPR 2003-0027  
2002-127

**STANDING COMMITTEES**

(Date of Notification)

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

## 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.

**Fiscal Impact:** o N/A**Budget Account:** o N/A

o Expenditure: \$

#

x Revenue: \$70,850.00

#0680-11101-21221-34210

o Budget Neutral

## ATTACHMENTS:

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

**SIGNATURES:**

Department Head

Legal

Division Director

City Administrator for Mayor

Finance

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

41

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.

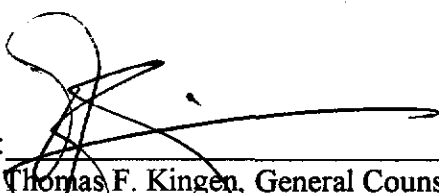
Dated this 27 day of January, 2007.3

Approved as to form:

  
Barbara Burns, Assistant City Attorney

CITY OF SPOKANE

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)





11/9/02  
AGENDA SHEET FOR COUNCIL MEETING OF: February 18, 2002

Submitting Dept.  
POLICE

Contact Person  
PAT CARUSO

Phone No.  
X4290



**ADMINISTRATIVE SESSION**

- x Contract
- o Report
- o Claims

**LEGISLATIVE SESSION**

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

**CITY PRIORITY**

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

RECEIVED

FEB 17 2002

CITY CLERK'S OFFICE  
SPOKANE, WA

2-0702  
CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2002-127  
Opr 2001-140

**Standing Committees Notified (and date):**

- o Finance
- o Neighborhoods
- x Public Safety 12/17/01
- o 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.

**Fiscal Impact:**

- o Expenditure
- Revenue \$70,850.00
- o Budget Neutral

**Budget Account:**

#0680-11101-21221-34210

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

**SIGNATURES:**

*Allen R. Odell*  
Department Head

*[Signature]*  
Legal

Division Director

*[Signature]*  
City Administrator for Mayor

*Richard G. Conner*  
Finance M/S

*Rob Higgins*  
Council President

**DISTRIBUTION:**

Accounting  
Contract Accounting  
Finance  
Police - Pat

Spokane Transit Authority

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

February 18, 2002

*[Signature]*  
CITY CLERK

OPR02-127

## 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:

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- (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.

6-2

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 4TH day of FEB, 2002.

Approved as to form:

[Signature]  
Barbara Burns, Assistant City Attorney

CITY OF SPOKANE

By: [Signature]  
Jack Lynch, City Administrator

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

SPOKANE TRANSIT AUTHORITY

By: [Signature]  
Robert Allen, Executive Director

Attest:

[Signature]  
Spokane City Clerk (ACTING)



6-3

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



Submitting Dept.

Contact Person

Phone No.

Police

Pat Caruso

## ADMINISTRATIVE SESSION

- x Contract
- o Report
- o Claims

## LEGISLATIVE SESSION

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

## CITY PRIORITY

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

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

CLERK'S FILE

NEWS  
CROSS REF

REQUISITION

OPR 2001-140

OPR 99-1092

(o CR X RE)

## 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 prorate amounts which reimburse the City for salary and benefits of the Officer.

## RECOMMENDATION:

Staff recommends approval.

## Fiscal Impact:

- o Expenditure: \$
- x Revenue: \$65,850.00
- o \_\_\_\_\_: \$

## Budget Account:

- #
- #0680-11100-21221-34210
- #

## ATTACHMENTS:

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

## SIGNATURES:

Department Head

Division Director

Finance

Legal

Mayor

Council President

## DISTRIBUTION:

Accounting  
Contract Accounting  
Police - Pat Caruso

SPOKANE TRANSIT

## COUNCIL ACTION:

APPROVED BY  
SPOKANE CITY COUNCIL:

February 19, 2001  
Leri S. Sforza  
CITY CLERK

## INTERLOCAL AGREEMENT FOR POLICE SERVICES

OPR 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.

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C. AGREEMENT TERM. The time of performance of the agreement shall be from January 1, 2001 to December 31, 2001.

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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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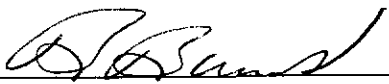
K. LIABILITY. In the event of litigation against STA arising out of the conduct of the Officer performing services under this agreement and joining STA on the sole basis of vicarious or respondeat superior liability, the City agrees to indemnify and hold STA harmless for any and all costs, including 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

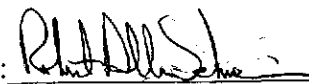
  
Barbara Burns, Assistant City Attorney

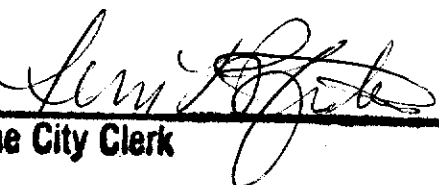
By:   
Henry Miggins, City Manager *Interim City Administrator*

SPOKANE TRANSIT AUTHORITY

SPOKANE TRANSIT AUTHORITY

By:   
Thomas F. Kingston  


By:   
Robert Allen Schweim, Executive Director

Attest:   
Spokane City Clerk

# 15100 80 AGENDA SHEET FOR COUNCIL MEETING OF: January 2000



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

## CONSENT AGENDA

0 Contract  
0 Report

## LEGISLATIVE SESSION

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

## COUNCIL PRIORITY

0 Economic Development  
0 Growth Management  
0 Neighborhoods  
0 Public Safety  
0 Public Works  
0 Service Delivery

RECEIVED

DEC 21 1999

CITY CLERK'S OFFICE

Clerk's Files: #OPR 99-1092

Renews: # 98-970

Cross Reference: #

NEIGHBORHOOD/COMMISSION/COMMITTEE NOTIFIED BY SUBMITTING DEPARTMENT: SPOKANE, WA

ENG/LID: #

BID: #

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  
  
City Manager

Legal

**DISTRIBUTION AFTER COUNCIL ACTION:**

Accounting  
Budget Control  
Finance  
Police - Pat Caruso  
SPOKANE TRANSIT AUTHORITY

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

January 3, 2000  
CITY CLERK

## INTERLOCAL AGREEMENT FOR POLICE SERVICES 0PR99-1092

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.

The parties agree as follows:

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

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- (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, 2000 to December 31, 2000.

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, 2000 to December 31, 2000 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 3<sup>rd</sup> day of Jan., 2000 199

Approved as to form:

CITY OF SPOKANE

Barbara Burns  
Barbara Burns, Assistant City Attorney

By: Pete Fortin  
Pete Fortin, Acting City Manager

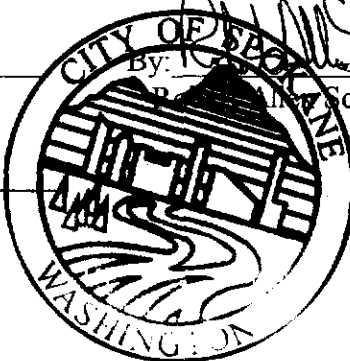
PERKINS COIE, P.S.

SPOKANE TRANSIT AUTHORITY

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

By: Robert Schweim  
Robert Schweim, Executive Director

Attest: Geni J. Foster  
City Clerk



# AGENDA SHEET FOR COUNCIL MEETING OF: December 21, 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>
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 96-970  
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

092 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.

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, 1999 to December 31, 1999.

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, 1999 to December 31, 1999 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 21st day of December, 1998.

Approved as to form:

CITY OF SPOKANE

[Signature]  
Barbara Burns, Assistant City Attorney

By: [Signature]  
Bill Pupo, City Manager

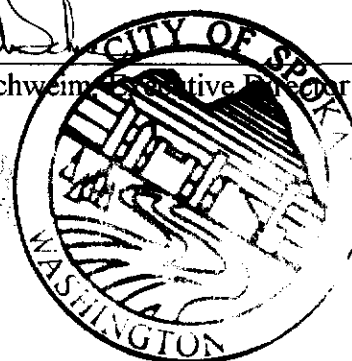
PERKINS COIE, P.S.

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's Files: # OPR 97-1085

Revisions: # 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  
Revenue -         

Budget Account #068 0390 314 37520

## LIST ATTACHMENTS AS FOLLOWS:

## SIGNATURES OF SUBMITTING OFFICERS (sign legibly):

[Signature]  
Department Head

Division Director

[Signature]  
Finance

[Signature]  
Legal

[Signature]  
City Manager

## DISTRIBUTION AFTER COUNCIL ACTION:

Accounting  
Budget Control  
Police - Pat  
SPOKANE TRANSIT AUTHORITY

## COUNCIL ACTION:

**APPROVED BY**  
**SPOKANE CITY COUNCIL:**

January 5, 1998  
[Signature]  
CITY CLERK



4178713

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

\$10.00

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.

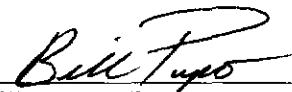
L. INDEPENDENT CONTRACTOR STATUS. While performing duties under this Agreement, the Officer shall be considered an independent contractor and not an employee or agent of STA. The City and its employees shall not hold themselves out as, or claim to be, officers or employees of STA by reason hereof and 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.

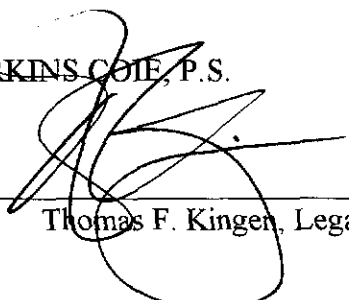
Dated this 6th day of January, 1998.


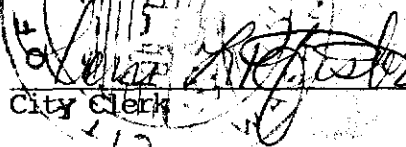
Approved as to form:

CITY OF SPOKANE

  
Barbara Burns, Assistant City Attorney

By:   
Bill Pupo, City Manager

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

SPOKANE TRANSIT AUTHORITY  
By:   
Robert Allen Schweim, Executive Director  
Attest:   
City Clerk



519  
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: # OPB 96-961

Renews: # (95-170)

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.

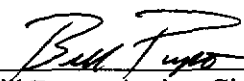
L. INDEPENDENT CONTRACTOR STATUS. While performing duties under this Agreement, the Officer shall be considered an independent contractor and not an employee or agent of STA. The City and its employees shall not hold themselves out as, or claim to be, officers or employees of STA by reason hereof and 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 28<sup>th</sup> day of December, 1996.

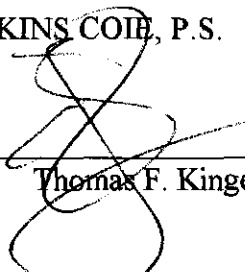
Approved as to form:

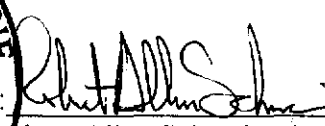
CITY OF SPOKANE

  
Barbara Burns, Assistant City Attorney

By:   
Bill Pupo, Acting City Manager

PERKINS COIE, P.S.

By:   
Thomas F. Kingen, Legal Counsel

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

**Consent Agenda**  
**Hearing Agenda**

0  
0

AGENDA CATEGORY

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	0 Approve
0 Report	0 Deny
0 Contract	0 Place on
0 Resolution	0 Set
0 Emergency Ord.	0 Date
0 First Rdg. Ord.	0
0 Report of City Mgr.	0
	0 Adopt
	0 Council
	0 Direction

Clerk's OPR 95-570 File de  
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]  
Legal

[Signature]  
Division Director

[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  
Marilyn J. Montgomery  
CMC/AAC, SPOKANE CITY CLERK

9507100445

VOL. 1746 PAGE 1485

## 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

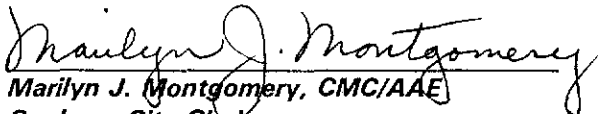
Dear Mr. Secretary:

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