

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

02/03/2020

Date Rec'd	1/16/2020
Clerk's File #	OPR 2020-0063
Renews #	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	MIKE ORMSBY 6287	Project #	
Contact E-Mail	MORMSBY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	INTERLOCAL AGREEMENT FOR JOINT SERVICES OF LAW ENFORCEMENT		

Agenda Wording

City and County law enforcement agencies cooperate on providing operating units and facilities by use of both departments.

Summary (Background)

This agreement provides the outline for the continued operation of these units.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	DALTON, PAT	Study Session	2/3/20
Division Director		Other	
Finance	SCHMITT, KEVIN	Distribution List	
Legal	DALTON, PAT	cmeidl@spokanepolice.org	
For the Mayor	ORMSBY, MICHAEL	jclundgren@spokanepolice.org	
Additional Approvals		aschmidt@spokanecity.org	
Purchasing		ggemmill@spokanecounty.org	
		wcrago@spokanecity.org	
		pingiosi@spokanecity.org	
		kschmitt@spokanecity.org	

APPROVED BY
SPOKANE CITY COUNCIL:

2/3/2020
[Signature]
CITY CLERK

Briefing Paper Study Session

Division & Department:	Spokane Police Department
Subject:	Interlocal Agreement for Joint Services for Law Enforcement
Date:	2/3/20
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org , 6287
City Council Sponsor:	Council Member Lori Kinnear
Executive Sponsor:	Michael Ormsby and J.C. Lundgren
Committee(s) Impacted:	Safe and Healthy
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget and Strategic Plan
Strategic Initiative:	Provide services to insure public safety
Deadline:	2/3/20
Outcome: (deliverables, delivery duties, milestones to meet)	Continue to cooperate in the joint operation of certain units and facilities used by both the City Police and County Sheriff Officers
Executive Summary: Provides the agreement to continue to operate certain units and facilities.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Known challenges/barriers:	

**SPOKANE COUNTY-CITY JOINT USE INTERLOCAL
AGREEMENT REGARDING THE SHARING OF SHERIFF AND POLICE
LAW ENFORCEMENT SERVICES**

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

WITNESSETH:

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

WHEREAS, pursuant to the provisions of chapter 39.34 RCW (Interlocal Cooperation Act), counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, pursuant to the provisions of RCW 36.28.010, the COUNTY through the Spokane County Sheriff's Office performs certain law enforcement services including among others: Forensic Unit, Air Support Unit and Explosive Disposal; and

WHEREAS, pursuant to the City of Spokane Charter and other legislative authorization, the CITY through the City Police Department performs certain law enforcement services including among others: Police Records, Property Evidence Facility, and Explosive Disposal; and

WHEREAS, the PARTIES each specialize in the services they perform and each desire to provide the above-referenced services to the other and desire to jointly share in these service costs.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter and as authorized in the above-referenced recitals which are incorporated herein by reference, the PARTIES do hereby agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to reduce to writing the PARTIES understanding as to the terms and conditions under which the COUNTY will provide Forensic Unit, Air Support Unit and Explosive Disposal services to the CITY; and the CITY will provide Police Records, Property Evidence Facility, and Explosive Disposal services to the COUNTY.

SECTION NO. 2: TERM/TERMINATION

The term of this Agreement shall commence as of January 1, 2019 and run through December 31, 2023. The Agreement will automatically renew after the initial term for one (1) year time frames commencing January 1st and running through December 31st unless one of the PARTIES gives at least six (6) months written notice prior to the end of the initial term or any renewal term thereafter of its intent not to renew.

SECTION NO. 3: SERVICES AND COST SHARING

3.1 Forensic Unit: COUNTY shall provide Forensic Services to the CITY. All costs associated with Forensics, less any applicable revenue and less any costs specifically utilized by only one entity, shall be shared based on the case count from the current forensics information tracking system.

3.2 Air Support Unit (ASU): COUNTY shall provide Air Support Unit (ASU), i.e. helicopter, services to the CITY. All costs associated with the ASU, less any applicable revenue, shall be shared based on the percentage of incidents with ASU call signs from the current incident tracking system.

3.3 Police Records: CITY shall provide Police Records Services to the COUNTY. All costs associated with Police Records services, less any applicable revenue and less any costs specifically utilized by only one entity, shall be shared based on case statistics. A case is defined as: the entry of a crime or informational report (often termed a Police Report) and associated supplemental documents into the Law Enforcement Records System under a single, unique case number.

3.4 Property Evidence Room: CITY shall provide Property Evidence Room and related services to the COUNTY. All costs associated with the Property Evidence Room, less any applicable revenue and less any space or costs utilized by only one entity, shall be shared based on item counts from the current property room information tracking system.

3.5 Explosive Disposal: CITY and COUNTY shall share Explosive Disposal training and operation costs of the shared items that each incur. Shared items may include vehicles, tools and consumable items. Shared costs do not include personnel costs or the cost of equipment issued to individual members. CITY shall pay sixty percent (60%) of shared COUNTY costs. COUNTY shall pay forty percent (40%) of shared CITY costs.

3.6 Indirect Cost: The PARTIES agree that a Full Cost indirect rate will be applied to all above "costs".

3.7 Modification: The PARTIES acknowledge that services, statistics and specific mutual agreements for items 3.1 through 3.5 above may evolve over time: as such both PARTIES shall review and agree upon services, statistics and specific mutual agreements on an annual basis, no later than June 30th of each year prior to the September 30th reconciliation and payment per SECTION NO. 4. Any changes to services, statistics or specific mutual agreements will be mutually agreed upon by the SHERIFF and POLICE CHIEF, or his/her designee, and will be used for the September 30th reconciliation and payment for the prior year. Current service, statistic and

specific mutual agreement provisos are shown in EXHIBIT 1. This exhibit will be updated no later than June 30th of each year, as provided for in this subsection.

SECTION NO. 4: RECONCILIATION AND PAYMENT

The CITY and the COUNTY shall calculate the cost of the services that they provide to the other entity as outlined in SECTION NO. 3 above. These costs will be calculated by September 30th of the subsequent year. Each entity will send an annual invoice with necessary supporting documentation to the other entity by October 5th. Each entity will have until October 31st to review their respective invoice and submit questions/concerns to the other entity in writing. Each entity will have until November 15th to respond in writing to the questions/concerns. The charges will then be netted and the entity with the greatest charges will prepare an invoice to be sent to the owing entity by November 30th. The owing entity shall make payment to the receiving entity no later than December 15th.

At the sole option of the entity that is owed the money a penalty may be assessed on any late payment, in an amount equal to lost interest earnings had the payment been timely paid and invested in the entity's Investment Pool.

For the purposes of this section "in writing" may include electronic email.

SECTION NO. 5: NOTICE

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other Party:

COUNTY: Chief Executive Officer
 1116 West Broadway Avenue
 Spokane, Washington 99260

CITY: City Administrator
 City Hall, Seventh Floor
 808 West Spokane Falls Boulevard
 Spokane, Washington 99201

SECTION NO. 6: COUNTERPARTS

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

SECTION NO. 7: ASSIGNMENT

No party may assign in whole or part its interest in this Agreement without the written approval of the other party.

SECTION NO. 8: INDEMNIFICATION/HOLD HARMLESS

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

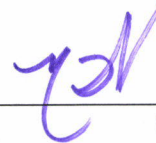
The COUNTY and CITY agree that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this Agreement. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this Agreement.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.



COUNTY initials



CITY initials

SECTION NO. 9 RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The PARTIES shall respectively be independent contractors in conjunction with meeting their responsibilities under this Agreement and not the agent or employee of the other party. The PARTIES are interested only in the results to be achieved and the right to control the particular manner, method and means in which the PARTIES obligations are performed is solely within the discretion of the party. Any and all employees of the PARTIES who provide obligations to the other parties under this Agreement shall be deemed employees solely of the party providing the service. The PARTIES shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose.

SECTION NO. 10: MODIFICATION

This Agreement may be modified by mutual written agreement of the PARTIES.

SECTION NO. 11: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with any party meeting its responsibilities under this Agreement shall remain with the party acquiring the property or equipment regardless of the source of funds unless mutually agreed upon by the PARTIES to the contrary.

SECTION NO. 11: ALL WRITING CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 13: DISPUTE RESOLUTION

The PARTIES agree that any dispute as to SECTION NO. 3 COST SHARING shall be referred to the CITY Administrator and COUNTY Chief Executive Officer or their assigns for resolution. In the event they are unable to resolve the dispute, it shall be submitted to arbitration. COUNTY and CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be final and binding on the PARTIES. Any cost of the arbitration panel shall be jointly split. All arbitration proceedings shall be governed as provided for in chapter 7.04A RCW.

SECTION NO. 14: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 15: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 16: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way, do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 17: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

SECTION NO. 18: FILING

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website or other electronically retrievable public source. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

SECTION NO. 19: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

SECTION NO. 20: 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.

SECTION NO. 20: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of 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.

SECTION NO. 21: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 22: INSURANCE

During the term of the Agreement, the CITY and COUNTY shall each maintain in force at its sole expense, each insurance coverage with minimum limit noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the statutory amount.;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity.

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 either entity or their insurer(s) to the other entity.

As evidence of the insurance coverage required by this Agreement, each entity shall furnish written evidence of acceptable insurance to the other entity within thirty (30) days of the Agreement becoming effective. If requested, complete copies of insurance policies shall be provided to either entity. The CITY and COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION NO. 23: SUPERSEDES

This Agreement Shall supersede any prior agreement between the PARTIES with respect to the purpose of this Agreement as set forth in Section No. 1.

SECTION NO. 24: RCW 39.34 REQUIRED CLAUSES

- a. **PURPOSE:** See Section No. 1
- b. **DURATION:** See Section No. 2
- 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 within Agreement.
- e. **AGREEMENT TO BE FILED:** See Section No. 17.
- f. **FINANCING:** See provisions within Agreement.
- g. **TERMINATION:** See Section No. 2.

As evidence of the insurance coverage required by this Agreement, each entity shall furnish written evidence of acceptable insurance to the other entity within thirty (30) days of the Agreement becoming effective. If requested, complete copies of insurance policies shall be provided to either entity. The CITY and COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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- d. **RESPONSIBILITIES OF THE PARTIES:** See Provisions within Agreement.
- e. **AGREEMENT TO BE FILED:** See Section No. 17.
- f. **FINANCING:** See provisions within Agreement.
- g. **TERMINATION:** See Section No. 2.

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

DATED: 2-18-2020

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Chair

GINNA VASQUEZ

Ginna Vasquez
Clerk of the Board

20 - 0 1 3 3

[Signature]

Vice-Chair

MARY E KUNEY

Commissioner

CITY OF SPOKANE

DATED: _____

By: See attached signature page

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney / Assistant

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

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

See attached signature page
AL FRENCH, Chair

ATTEST:

Ginna Vasquez
Clerk of the Board

JOSH KERNS, Vice-Chair

MARY L. KUNEY, Commissioner

CITY OF SPOKANE

DATED: 2/14/2020

By: *Julie Stodumel*
Title: *Mayor*

Attest:

Lauri Jasseent
City Clerk (Acting)

Approved as to form:

Pat Dahl
City Attorney / Assistant



EXHIBIT 1 — To be Updated Each Year this Agreement is in Effect per Section 3.7

Forensic Unit Cost Sharing Provisos:

- CITY does not share in the cost of the COUNTY's Digital Forensic Specialist Position.

Police Records Cost Sharing Provisos:

- CITY and COUNTY are each responsible for their own public records requests of police records. Provided that, in 2019, the COUNTY will pay the CITY for this service through April 30, 2019. The COUNTY will assume responsibility for their own public records requests of police records on May 1, 2019.

Property Evidence Room Cost Sharing Provisos:

- CITY and COUNTY agree that the "Vehicle, Tire and Flammable" storage area used primarily by the CITY for vehicle storage, has a de minimis cost impact, and will not be excluded as a cost specific to the CITY.

Explosive Disposal Cost Sharing Provisos:

- No provisos

Air Support Unit (ASU) Cost Sharing Provisos:

- CITY and COUNTY agree that the CITY's maximum contribution to the cost of the ASU services will be \$25,000 for 2019.

Other Cost Sharing Provisos:

- No provisos

