


Agenda Sheet for City Council Meeting of:

10/17/2022

Date Rec'd

10/3/2022

Clerk's File #

OPR 2022-0732

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

ERIC OLSEN 835-4505

Project #**Contact E-Mail**

EOLSEN@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0680 - INTERLOCAL AGREEMENT FOR USE OF TRANSPORT VAN

Agenda Wording

The Spokane Police Department would like to entered into an interlocal agreement with the Spokane County Sheriffs Office for use of a law enforcement vehicle dedicated to the transport of persons unable to be transported in a traditional vehicle.

Summary (Background)

Spokane County was able to procure a transport van that is to be used to transport disabled persons or those unable to be transported in a police vehicle. The van will remain the property of the County. SPD will be responsible for routine vehicle maintenance and major repairs will be shared equally.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact
Budget Account

Neutral \$ 0

N/A

Select \$

#

Select \$

#

Select \$

#

Approvals
Council Notifications
Dept Head

OLSEN, ERIC

Study Session\Other

PSCHC 10/03/2022

Division Director

OLSEN, ERIC

Council Sponsor

CM Cathcart/Bingle

Finance

SCHMITT, KEVIN

Distribution List
LegalHARRINGTON,
MARGARET

spdfinance

For the Mayor

PERKINS, JOHNNIE

eolsen

Additional Approvals
Purchasing

Approved by Spokane City Council
on: 10/17/2022

Levi H. Heston
City Clerk

**INTERLOCAL AGREEMENT
BETWEEN SPOKANE POLICE DEPARTMENT AND SPOKANE COUNTY
SHERIFF'S OFFICE**

The Prisoner Transport Van

THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the City of Spokane, by and through the Spokane Police Department ("SPD"), a general authority Washington law enforcement agency as defined in chapter 10.93 RCW and a division of the City of Spokane, a municipal corporation, having offices for the principal place of business at 1100 West Mallon Avenue, Spokane, Washington 99260, and Spokane County, by and through the Spokane County Sheriff's Office ("COUNTY"), a political subdivision of the State of Washington, having offices for the principal place of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter each individually referred to as "Party" or "Agency" and collectively as the "Parties" or "Agencies".

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Revised Code of Washington ("RCW") 36.01.030, the powers of Spokane County can only be executed through their respective Board of County Commissioners; and

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

WHEREAS, pursuant to the provisions of RCW 36.28.010, the Spokane County Sheriff (referred to herein as "COUNTY") is the chief law enforcement and conservator of the peace of Spokane County; and

WHEREAS, pursuant to the provisions of chapter 10.93 RCW, the SPD is a general authority Washington law enforcement agency charged with keeping the peace of the City of Spokane, Washington, a municipal corporation duly operating within the confines of Spokane County, Washington; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, public agencies may contract with each other to perform certain functions which each may legally perform for the purposes of a mutually advantageous joint or cooperative action; and

WHEREAS, the SPD and the COUNTY have a longstanding partnership in coordinating resources for the delivery of law enforcement services in Spokane County and surrounding areas; and

WHEREAS, SPD and COUNTY have identified the need for a common law enforcement vehicle dedicated to the transport of disabled persons and persons unable to be transported in the back of a police vehicle to jail; and

WHEREAS, the COUNTY was able to procure such a vehicle, namely a Prisoner Transport Van (the “Van”), and is willing to share responsibilities and utilization of the Van with SPD;

WHEREAS, SPD and COUNTY are mutually desirous of entering in this Agreement for the purpose of outlining the terms of conditions of sharing said Van

NOW, THEREFORE, in consideration of the mutual covenants contained herein, SPD and COUNTY agree as follows:

I. PURPOSE

The purpose of this Agreement is to outline the mutual agreement between the City of Spokane Police Department (“SPD”) and the Spokane County Sheriff’s Office (“COUNTY”) regarding the utilization of the Prisoner Transport Van (the “Van”).

A. Background

The Van was purchased from federal surplus by COUNTY and in making said Van operational, additional equipment and cosmetic repairs were completed at the expense of COUNTY. The total cost to purchase and equip the Van was approximately \$11,000.00 USD. The Van is solely owned (registered and legally titled), and shall remain owned during the term of this Agreement, by COUNTY.

B. Intended Use

The Van was obtained to address the emergent need for patient transport services, including without limitation the transport of disabled persons and/or persons not suitable for transport in the back of a police vehicle to jail. This use as described herein is the sole and limited intended use of the Van. Any other use must be expressly authorized and approved in writing by a Captain or higher ranking official from COUNTY. The Van shall solely be used for the non-medical transport to jail and/or court proceedings as needed.

II. TERM

This Agreement shall commence September 1, 2022, and continue through December 31, 2026, unless terminated earlier in accordance with Section VIII herein, and may thereafter be renewed by mutual decision of the Parties evidenced by a writing and executed with the same formalities as this Agreement.

III. RESPONSIBILITIES OF THE PARTIES.

A. Maintenance and Storage

The Van shall be parked and stored in a mutually agreed upon location near or in the Public Safety Building. The SPD Fleet staff shall maintain all the maintenance records for the Van and shall be responsible for ensuring that all the routine maintenance (ie. oil changes, windshield repair, and other minor work required due to ordinary wear and tear) is performed in a timely and reasonable manner, and that the Van remains in working order, at a high level of cleanness, safety, and mechanical soundness. In the event the Van requires a major repair (ie. those repairs which are not due to ordinary wear and tear), then SPD and the COUNTY shall share equally in the cost of repairing the Van to full working order, at a high level of cleanness, safety, and mechanical soundness.

The SPD shall provide a fuel fob to be kept on the keychain for utilizing the City Filling Station, located at the DEM Building Garage. The Van's fuel gage shall at all times read greater than three-quarters (3/4) tank and shall be refueled, as soon as possible, once the Van's fuel gage reaches three three-quarters (3/4) tank at any time.

In the event the Van requires repair or maintenance, the SPD Shift Sergeant shall notify the SPD Fleet Manager Dan Hayes at (509) 610-9445 or DHayes@SpokanePolice.org, as soon as possible.

In the event the Van requires decontamination for any reason (ie. due to hazmat or other chemical, radiological, or biological contamination), it will be the sole responsibility of the Agency who was in control of the Van at the time of the contamination to ensure the Van is properly cleaned and restored to full working order, at a high level of cleanness, safety, and mechanical soundness and thereafter placed back into service as soon as possible.

B. Required Training

Prior to using the Van, all commissioned staff from both Agencies who require access to the Van shall receive roll call training on how to locate the keys, the procedures for operating the wheelchair lift, standard functions of the vehicle, as well as refueling and maintenance notification procedures.

C. Check Out Procedure

A sign-out sheet will be placed near the location where the Van is parked at all times. Whenever Agency personnel utilizes the Van, said personnel shall sign the Van out and provide a contact number where that person can be reached. Use of the Van by Agency personnel is strictly contingent upon signing the sign-out sheet and providing any required information. Any failure of Agency personnel to sign the required sign-out sheet shall constitute a material breach of this Agreement.

D. Vehicle Readiness

All Agency personnel who use the Van shall:

1. Return it to its original storage location, located at the DEM Building Garage, when not in use;
2. Maintain/return/leave the Van in a manner that ensures that it can be quickly deployed (ie. the Van is left with at least 3/4 tank of gas and that all personal equipment is removed);
3. Inspect the Van in its entirety before and after each use to ensure that anyone transported did not leave a weapon or contraband;
4. Ensure the interior and the exterior of the Van remain clean and free of any trash, waste, or other similar materials; and
5. Immediately notify the SPD Fleet Staff in Section II of this Agreement in the event of any mechanical issue with the Van or if any other problems arise.

If either Agency has to put the vehicle “out of service” due to a mechanical issue or other reason (decontamination, collision, etc.), the Shift Supervisor of the responsible Agency shall notify: (1) SPD Fleet Staff, (2) the COUNTY Patrol Division Commander, and (3) the SPD Patrol Division Commander; so they can notify their staff. When the Van is back “in service”, these three individuals shall be notified again as to the restoration of “in service” status.

E. Vehicle Modifications

The Van shall not in any way be altered from its original state unless the COUNTY Fleet Manager expressly approves said modifications in writing. At no time shall any Agency equipment be kept in the Van, other than that approved in writing by the COUNTY Fleet Manager, and the Van shall not be used for any purpose other than it’s intended use.

IV. ADMINISTRATORS. This Agreement shall be administered by the Parties’ designated representatives below:

Spokane Police Department	Spokane County Sheriff’s Office
Major Eric Olsen Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: eoelsen@spokanepolice.org P: (509) 835-4505	Undersheriff Mike Kittilstved Spokane County Sheriff’s Office Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: mkittilstved@spokanesherriff.org P: (509) 477-3355

V. 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.

Spokane Police Department	Spokane County Sheriff's Office
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: cmeidl@spokanepolice.org P: (509) 625-4115	Ozzie Knezovich Sheriff Spokane County Sheriff's Office Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: oknezovich@spokanesherriff.org P: (509) 477-3277

VI. INSURANCE.

A. Spokane Police

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. The City shall furnish written evidence of its self-insurance to the COUNTY within 30 days of the Agreement becoming effective.

B. Spokane County Sheriff

The County is Self-insured for Workers Compensation (\$1 Million SIR) and certifies that it is a member of the Washington Counties Risk Pool (the "Pool"), as provided by RCW 48.62.031, and that it is covered by the Pool's Joint Self-Insurance Liability Memorandum of Coverage Document (MLC). Claims submitted under Chapter 4.96 RCW ("*Actions against political subdivisions, municipal and quasi-municipal corporations*") against the County, its employees, officers, volunteers

and agents and/or actions in connection with or incidental to the performance of this Agreement which the County and/or its employees, officers, volunteers and agents are found to be liable for will be paid by the Pool and/or County.

The Pool's liability coverage limits of \$10,000,000, per occurrence, provide coverage for general, auto, employment liability as well as liability stemming from errors and omissions and exceed limits required by the Agreement and have Excess Liability Insurance Policy covers all operations and applies over the Pool's primary liability coverage layer. The Pool's MLC will respond to the same extent as if an insurance policy had been purchased naming the City of Spokane as a named insured.

Liability coverage 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.

The County will furnish the City a Memorandum of Liability Coverage document within 30 days of the Agreement becoming effective. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

VII. INDEMNIFICATION.

The Agency using the Van at that time shall be responsible for any damage, repair, liability, and any other legal issues that arise from its use.

With regard to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or SPD employees or agents while performing work authorized under this Agreement, the parties agree as follows:

- A. COUNTY shall protect, defend, indemnify, and hold harmless the SPD, 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 shall not be required to indemnify, defend, or save harmless the SPD 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 SPD. 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.
- B. SPD shall 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 SPD shall 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.

For this purpose, the COUNTY and SPD, 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 SPD 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.

VIII. TERMINATION.

This Agreement may be terminated for or without cause, in whole or in part, for convenience, or for any reason whatsoever by either Party by submitting a written Notice of Termination to the other Party in accordance with Section V herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.

IX. COMPLIANCE WITH LAWS.

The Parties shall observe all applicable local, state, and federal laws, regulations, orders, writs, injunctions, and/or decrees, to the extent that they may be applicable to the terms of this Agreement.

X. GOVERNING LAW; VENUE.

This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington, unless relocation or commencement elsewhere is required by law.

XI. ASSIGNMENT.

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

XII. ENTIRE AGREEMENT.

This written Agreement, together with the Exhibits attached hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.

XIII. MODIFICATION.

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

XIV. 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.

XV. NONDISCRIMINATION.

During the performance of this Agreement, the Parties, their employees, and agents shall not discriminate against any person on the basis of race; religion; color; sex; gender identity and expression; medical conditions related to any sensory, mental, or physical condition; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law. 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.

XVI. ETHICAL PRACTICES.

No officer or employee of the Spokane Police Department or the Spokane County Sheriff's Office, 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.

XVII. 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.

XVIII. 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 in Section III above.
- E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and the Spokane County Sheriff shall file this Agreement in accordance with its usual procedures.
- F. Financing. There are no anticipated budget impacts arising from this Agreement.
- G. Termination. See Section VIII above.

XIX. CONTRACT DOCUMENTS.

The Contract Documents consist of this Agreement and the other documents listed in this Agreement as Exhibits, and all modifications and change orders issued subsequent thereto. These form a contract, and all are as fully a part of the contract as if attached to this Agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control, and the order of precedence will be in the order listed. An enumeration of the contract documents is as follows:

- 1. This Agreement; and
- 2. Amendments or Modifications to this Agreement.

XX. REMEDIES.

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XXI. DISPUTE RESOLUTION.

Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure:

- Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure ("DRP"), designated representatives of each Party shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The Level 1 period shall begin when one Party gives written notice to the other by certified mail, personal, or electronic service. Such notice shall identify the dispute or controversy with particularity and state that the Party is commencing this Level 1 procedure to resolve the dispute. After receipt of such notice the Parties shall meet either in person or through electronic means. Should the dispute not be resolved within thirty (30) calendar days of the commencement of the Level 1 period, the dispute shall be advanced to Level 2.
- Level 2: Only after the Parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the Parties shall enter into a mediation process. Each Party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the Parties. The Parties shall select a mutually agreeable mediator in Spokane County, Washington to aid the Parties in resolving the dispute or controversy. The mediator shall be a licensed attorney in the State of Washington and not be an employee or former employee of either Party. The mediation shall be held at a mutually agreeable date, time, and location. The Parties shall act in good faith as to resolving disputes through mediation.
- Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either Party may bring suit in the courts of competent jurisdiction within Spokane County, Washington.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

XXII. WAIVER.

No officer, employee, agent or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to

require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

XXIII. ASSIGNMENT AND DELEGATION.

No Party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the express written consent of the other Party.

XXIV. NO THIRD-PARTY BENEFICIARIES.

This Agreement is intended for the benefit of the Spokane County, School District, Stevens County, and COUNTY and not for the benefit of any third-parties.

XXV. SUBCONTRACTS.

Except as otherwise provided herein, a Party shall not enter into subcontracts for any of the work to be performed under this Agreement without obtaining express written approval from each Party to this Agreement.

XXVI. SEVERABILITY.

Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.

XXVII. FORCE MAJEURE.

Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public enactments, labor disputes, or other circumstances which cannot be forecast or provided against.

XXVIII. TIME IS OF THE ESSENCE.

Time is and will be of the essence for each term and provision of this Agreement.

XXIX. HEADINGS.

The section headings appearing in this Agreement have been inserted solely for 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 appertain.

XXX. COOPERATION.

The Parties agree to cooperate and work together to the best of their abilities to effectuate the purpose of this Agreement.

XXXI. EXECUTION AND APPROVAL.

The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of this _____ day of _____ 2022.

SPOKANE POLICE DEPARTMENT

SPOKANE COUNTY

Craig Meidl
By: Craig Meidl
Title: Chief of Police

Date: 10/18/2022

Nadine Woodward
Nadine Woodward Mayor
10/18/2022

Attest:

Terri Pfister
By: Terri Pfister
Title: City Clerk
Date: _____

Approved as to form:

Lynden P. Smithson
By: Lynden Smithson
Title: City Attorney
Date: 10/18/2022

Mary L. Kuney, Chair

Al French, Vice-Chair

Josh Kerns, Commissioner

Attest:

Ginna Vasquez
By: Ginna Vasquez
Title: Clerk of Spokane County
Date: _____

Sheriff:

Ozzie Knezovich, Spokane County Sheriff
Date: _____



IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of this _____ day of _____ 2022.

SPOKANE POLICE DEPARTMENT

SPOKANE COUNTY

Craig Meidl
By: Craig Meidl
Title: Chief of Police
Date: 10/18/2022

Nadine Woodward
Nadine Woodward Mayor
10/18/2022

Attest:

Terri Pfister
By: Terri Pfister
Title: City Clerk
Date: _____

Approved as to form:

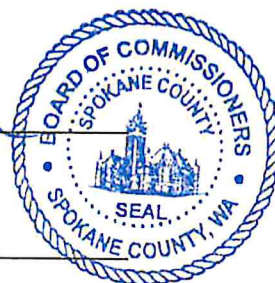
Lynden P. Smithson
By: Lynden Smithson
Title: City Attorney
Date: 10/18/2022

Mary L. Kuney
Mary L. Kuney, Chair
Al French
Al French, Vice-Chair

Josh Kerns
Josh Kerns, Commissioner

Attest:

Ginna Vasquez
By: Ginna Vasquez
Title: Clerk of Spokane County
Date: 10-25-2022



22 - 0713

Sheriff:

Ozzie Knezovich
Ozzie Knezovich, Spokane County Sheriff
Date: 10/25/2022



Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Eric Olsen
Contact Email	eolsen@spokanepolice.org
Council Sponsor(s)	Councilmember Cathcart and Councilmember Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Interlocal Agreement for use of transport van
Summary (Background)	<p>The City of Spokane Police Department and the Spokane County Sheriffs Office identified a common need of a law enforcement vehicle dedicated to the transport of disabled persons and persons unable to be transported in a police vehicle.</p> <p>SCSO was able to procure a transport van and is willing to share responsibilities and utilization of the van with SPD.</p> <p>SPD and the City will be responsible for routine vehicle maintenance and major repairs will be shared equally. The van will remain the property of the County.</p> <p>Agreement term 9/1/2022 to 12/31/2026.</p>
Proposed Council Action & Date:	Approval of interlocal agreement
Fiscal Impact: Total Cost: <u>\$0</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

NO 22 - 0713

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF THE EXECUTION OF)
AN INTERLOCAL AGREEMENT BETWEEN)
SPOKANE COUNTY SHERIFF'S OFFICE)
AND SPOKANE POLICE DEPARTMENT)
REGARDING SHARED USE OF A)
PRISONER TRANSPORT VAN)

RESOLUTION

WHEREAS, pursuant to the Constitution and laws of the State of Washington, Spokane County, Washington is a class A county duly organized and existing; and

WHEREAS, pursuant to the provisions of the Revised Code of Washington ("RCW") 36.01.030, the powers of Spokane County ("County") can only be exercised through the Board of County Commissioners of Spokane County, Washington ("Board" or "Board of County Commissioners"); and

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

WHEREAS, pursuant to the provisions of RCW 36.28.010, the Spokane County Sheriff is the chief law enforcement and conservator of the peace of Spokane County; and

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

WHEREAS, the Spokane County Sheriff's Office and Spokane Police Department have a longstanding partnership in coordinating resources for the delivery of law enforcement services in Spokane County and surrounding areas; and

WHEREAS, the Spokane County Sheriff's Office and Spokane Police Department have identified a need for a common law enforcement vehicle dedicated to the transport of disabled persons and persons unable to be transported in the back of a police vehicle to jail; and

WHEREAS, the Spokane County Sheriff's Office was able to procure such a vehicle, namely a Prisoner Transport Van (the "Van"), and is willing to share responsibilities and utilization of the Van with the Spokane Police Department; and

WHEREAS, the Spokane County Sheriff's Office desires to contract with the Spokane County Police Department for the use of the Van and now therefore recommends the Board adopt said agreement entitled "INTERLOCAL AGREEMENT BETWEEN SPOKANE POLICE

DEPARTMENT AND SPOKANE COUNTY SHERIFF'S OFFICE – The Prisoner Transport Van", which is attached hereto and herein incorporated by this reference as Attachment "A".

NOW, THEREFORE BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6) and chapter 39.34 RCW, that the chairperson of the Board and/or a majority of the Board, at other than an open and public meeting, be and are hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT BETWEEN SPOKANE POLICE DEPARTMENT AND SPOKANE COUNTY SHERIFF'S OFFICE – The Prisoner Transport Van", which is attached hereto and herein incorporated by this reference as Attachment "A", pursuant to which under certain terms and conditions Spokane County through its Sheriff's Department will share use and responsibilities of a Prisoner Transport Van with the Spokane Police Department.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Spokane County, Washington, that the Board has individually reviewed and considered each any every recital set forth herein above, and to the extent necessary to support the action herein, does adopt the same.

PASSED AND ADOPTED this 25th day of October, 2022.



ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


MARY L. KUNEY, Chair


AL FRENCH, Vice-Chair


Ginna Vasquez, Clerk of the Board


JOSH KERNS, Commissioner

AGENDA SHEET FOR COMMISSIONER'S MEETING OF: October 19, 2022

SUBMITTING DEPARTMENT: Sheriff's Office

CONTACT PERSON: Michael Kittilstved, Undersheriff

PHONE NUMBER: 509-477-3355

CHECK TYPE OF MEETING ITEM BELOW:

ONLY:

BID OPENING: ☐

2:00 PM CONSENT AGENDA: ☒

5:00 PM LEGISLATIVE SESSION: ☐

BY LEAVE: (Item Title):

SPECIAL SESSION: (Item Title)

9:00 AM BOARD BRIEFING: ☐

BELOW FOR CLERKS USE

Clerk's Resolution No. <u>22-0713</u>
Approved: (Majority Unanimous) _____
Denied: (Majority -Unanimous) _____
Renews/Amends No. _____
Public Works No. _____
Purchasing Dept. No. _____

AGENDA TITLE: IN THE MATTER OF EXECUTING AN INTERLOCAL AGREEMENT FOR USE
JOINT USE OF A TRANSPORT VAN

RECOMMENDATION: Please Approve. The Spokane County Sheriff's Office, by and through Michael Kittilstved, Undersheriff, recommends that the Board of County Commissioners adopt the Resolution to execute the Interlocal Agreement for the joint use of a transport van.

BACKGROUND: The Spokane County Sheriff's Office and the Spokane County Police Department would like to enter into an Interlocal Agreement for the joint and shared use of a law enforcement vehicle dedicated to the transport of persons unable to be transported in a traditional vehicle. The Spokane County Sheriff's Office was able to procure said transport van for the purpose of transporting disabled persons or those unable to be transported in a police vehicle. The van will remain the property of the County. The Spokane Police Department will be responsible for routine vehicle maintenance and major repairs will be shared equally. Pursuant to the provisions of Chapter 39.34 RCW, the Spokane County Sheriff's Office recommends the execution of the document titled "INTERLOCAL AGREEMENT BETWEEN SPOKANE POLICE DEPARTMENT AND SPOKANE COUNTY SHERIFF'S OFFICE" for this purpose. Please Approve.

FISCAL IMPACT: Other Fiscal impacts will include those costs associated with keeping and maintaining a vehicle in the Sheriff's fleet

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


Michael Kittilstved
Undersheriff

Approved as to Form
Casey Evans, WSBA # 46334

☐ This item will need to be codified in the Spokane County Code.