

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.
 - 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, 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: cmeidl@spokanepolice.org P: (509) 625-4115	Mike Toole Manager, Safety & Security Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: mtoole@spokanetransit.com 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: cmeidl@spokanepolice.org P: (509) 625-4115	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: rwest@spokanetransit.com 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 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

By: David Condon
Title: Mayor

Date: _____

By: E. Susan Meyer
Title: Chief Executive Officer

Date: _____

By: Craig Meidl
Title: Chief of Police

Date: _____

Attest:

Attest:

By: Terri Pfister
Title: City Clerk

Date: _____

By: Jan Watson
Title: Clerk of the Authority

Date: _____

Approved as to form:

Approved as to form:

By: Michael Ormsby
Title: City Attorney

Date: _____

By: Laura McAloon
Title: STA Attorney

Date: _____

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	SMC	10.08.210.A.2
Downing		
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	9.41.250
Weapons Apparently Capable of Producing Bodily Harm--Unlawful Carrying or Handling	RCW	9.41.270
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.		