



March 8, 2011

COUNCIL ACTION MEMORANDUM

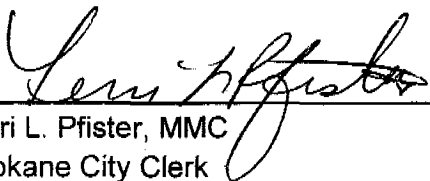
RE: APPROVAL OF MARCH 7, 2011, CONSENT AGENDA ITEMS

During the Spokane City Council 3:30 p.m. Administrative Session held Monday, March 7, 2011, upon consideration of the March 7 Consent Agenda, the following action was taken.

Upon motion of Council Member Corker, seconded by Council Member Waldref, the City Council unanimously approved the following:

1. Setting Hearings before the Hearing Examiner on Final Assessment Rolls for April 5, 2011, at:
 - a. 2:30 p.m. for paving of the alley between 12th Avenue and 13th Avenue from Jefferson Street to Madison Street; (PRO 08-34; ENG 2008170)
 - b. 3:30 p.m. for paving of the alley between 12th Avenue and 13th Avenue from Adams Street to Jefferson Street. (Cliff/Cannon Neighborhood) (PRO 08-32; ENG 2008171)
- ② Interlocal Agreement with Spokane County District Court for 2011 Mental Health Court judicial services—\$56,000. (OPR 11-141)
3. Recommendations to list the following on the Spokane Register of Historic Places:
 - a. The City Ramp Garage, 430 West First Avenue; (OPR 11-142)
 - b. The William & Anna Kroll House, 1249 South Wall Street. (OPR 11-143)
4. Additional Purchases from Freedom Truck Center (Spokane, WA) of:
 - a. One Dump Body as a replacement unit for the Street Department—\$44,472.58 (including tax); (OPR 09-619; BID 3602-09)
 - b. Three 2011 Freightliner M2-112 Truck Cabs and Chassis for the Fleet Services Department—\$271,005.02 (including tax). (OPR 10-491; BID 3708-10)
5. Purchase from Wingfoot Commercial Tire (Spokane, WA) of 16-inch and 17-inch Goodyear Eagle Ultra Grip GW3 Police Care Tires on an as needed basis using State Contract No. 00108—\$80,000 (including tax). (OPR 11-144)


6. Purchase from Denali Advanced Integration (Redmond, WA) of Tape Library Upgrade to a Quantum i6000 and i500 for DR Site to include three-year maintenance from March 1, 2011 to February 28, 2014—\$180,630 (plus applicable tax and shipping). (OPR 11-145; BID 3769-11)
7. Two-year Contract with Polydyne, Inc. (Riceboro, GA) to supply polymer to the Riverside Park Water Reclamation Facility for sludge thickening and dewatering beginning on or about March 1, 2011—estimated annual cost is \$607,448.21 (including tax). (OPR 11-146; BID 3750-10)
8. Federal Aviation Administration Grant Offer 3-53-0072-46 for Spokane International Airport Runway 21 Line of Sight Project and associated work—\$17,918,658 grant funds. (OPR 11-147)
9. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through February 28, 2011, total \$5,345,163.99 (Warrant Nos. 423392-423704), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,209,771.10. (CPR 11-02)



Terri L. Pfister, MMC
Spokane City Clerk

03/07/11
588

02/23/2011

 Agenda Sheet for City Council Meeting of* <input type="text" value="03/07/2011"/>		<input checked="" type="checkbox"/> Date Rec'd <small>(Clerk use only)</small> <input type="text" value="02/22/2011"/>	
<input checked="" type="checkbox"/> Status: CLERK REVIEW		<input checked="" type="checkbox"/> Clerk's File # <input type="text" value="OPR 2011-0141"/>	
Submitting Dept*: <input type="text" value="CITY ATTORNEY"/>	<input checked="" type="checkbox"/> Cross Ref # <input type="text"/>	<input checked="" type="checkbox"/> Renews # <input type="text"/>	
Contact Name & Phone*: <input type="text" value="HOWARD DELANEY"/> <input type="text" value="625-6287"/>	<input checked="" type="checkbox"/> Project # <input type="text"/>	<input checked="" type="checkbox"/> Bid # <input type="text"/>	
<input checked="" type="checkbox"/> Contact E-Mail* <input type="text" value="HDELANEY@SPOKANECITY.ORG"/>	<input checked="" type="checkbox"/> Requisition # <input type="text" value="CR 11395"/>		
<input checked="" type="checkbox"/> Add'l Docs Attached? <input checked="" type="checkbox"/>	<input type="text" value="Contract Item"/>		
<input checked="" type="checkbox"/> Agenda Item Name: Begin with Dept # <input type="text" value="INTERLOCAL AGREEMENT FOR 2011 MENTAL HEALTH COUR"/>			
<input checked="" type="checkbox"/> Agenda Wording*: <input type="text" value="116"/> character max) <input type="checkbox"/> Additional attached? Approval of 2011 Interlocal Agreement with Spokane County and Spokane County District Court for Mental Health Court judicial services.			
<input checked="" type="checkbox"/> Summary (Background)*: <input type="text" value="330"/> character max.) <input type="checkbox"/> Additional attached? This agreement reimburses the County for the salaries for 2011 Mental Health judicial services. Reimbursement includes direct and indirect costs attributed the services.			
<input checked="" type="checkbox"/> Fiscal Impact		<input type="checkbox"/> Budget Account <input type="checkbox"/> Additional attached?	
Expense <input type="text" value="\$ 56,000.00"/>	#	<input type="text" value="0500-19500-15210-54201"/>	
Select <input type="text"/>	#	<input type="text"/>	
Select <input type="text"/>	#	<input type="text"/>	
Select <input type="text"/>	#	<input type="text"/>	
<input checked="" type="checkbox"/> Approvals		<input checked="" type="checkbox"/> Council Notifications (Date)	
Dept Head	<input type="text" value="DELANEY, HOWARD"/>	Study Session	<input type="text"/>
Division Director	<input type="text"/>	Other	<input type="text"/>
Finance	<input type="text" value="LESESNE, MICHELE"/>	<input checked="" type="checkbox"/> Distribution List (Emails preferred) <input type="checkbox"/> Additional?	
Legal	<input type="text" value="BURNS, BARBARA"/>	<input type="text" value="hdelaney@spokanecity.org"/>	
For the Mayor	<input type="text" value="WEBSTER, DOROTHY"/>	<input type="text" value="cmarshall@spokanecity.org"/>	
<input checked="" type="checkbox"/> Additional Approvals		<input type="text" value="JEmacio@spokanecounty.org"/>	
Purchasing	<input type="text"/>	<input type="text" value="cmarshall@spokanecity.org"/>	
Select Dept 1	<input type="text"/>	<input type="text" value="VPeterson@spokanecounty.org"/>	
Select Dept 2	<input type="text"/>	<input type="text" value="Spokane County Commissioners"/>	
Select Dept 3	<input type="text"/>	<input type="text" value="mlesesne@spokanecity.org"/>	

11-0389

**INTERLOCAL AGREEMENT FOR COSTS INCIDENT TO ADJUDICATION OF
MISDEMEANOR AND GROSS MISDEMEANOR OFFENSES
IN THE CITY OF SPOKANE**

(January 1, 2011 -December 31, 2011)

OPR 2011-0141

THIS AGREEMENT, made and entered into by and among Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY," Spokane County District Court, having offices for the transaction of business at 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as "COURT," 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," jointly hereinafter referred to as the "PARTIES."

The COUNTY, COURT, and CITY agree as follows.

SECTION NO. 1: RECITALS

- (a) Pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of county property and management of county funds and business.
- (b) Pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.
- (c) The Spokane County has established the COURT under the provisions of chapter 3.38 RCW for the judicial administration of the laws of the State of Washington and the ordinances of Spokane County.
- (d) The City of Spokane desires to utilize certain services of the COURT.
- (e) The PARTIES recognize that the judiciary is the independent branch of government implementing this Agreement and GR 29 involves certain responsibilities that cannot be delegated beyond the judicial branch. Accordingly, the COURT has participated in the negotiations that resulted in respective provisions of this Agreement.
- (f) It is the intent of the PARTIES to establish mechanisms within this Agreement to ensure court operations are delivered as efficiently as possible.

SECTION NO. 2: DEFINITIONS

- (a) Agreement: "Agreement" means this interlocal agreement between the CITY, COURT and COUNTY regarding terms under which the COURT will provide CITY with Services.

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- (b) City: "CITY" means the City of Spokane.
- (c) County: "COUNTY" means Spokane County.
- (d) Court: "COURT" means the Spokane County District Court established under chapter 3.38 RCW.
- (e) Services: "Services" means those services identified in Exhibit 1.
- (f) Compensation: "Compensation" means that methodology set forth in Exhibit 1 used to establish the amount of money which the CITY will pay the COUNTY for the COURT providing Services.
- (g) Uncontrollable Circumstances: "Uncontrollable Circumstances" means the following events: riots, wars, civil disturbances, insurrections, acts of terrorism, external fires and floods, volcanic eruptions, lightning or earthquakes at or near where the Services are performed and/or that directly affect providing of such Services.
- (h) Report: "Report" means the District Court Filing/Revenue Report.

SECTION NO. 3: PURPOSE

The purpose of this Agreement is to reduce to writing the PARTIES' understanding as to the terms and conditions under which the COURT will provide Services to the CITY.

SECTION NO. 4: DURATION / WITHDRAWAL

This Agreement shall be effective as of January 1, 2011 and shall remain in effect for a one year ending on December 31, 2011. Provided, however, the PARTIES may extend this Agreement upon mutual agreement for such additional terms as may be agreed to.

SECTION NO. 5: COST OF SERVICES AND PAYMENTS

The CITY shall pay the COUNTY a total amount of FIFTY FIVE THOUSAND NINE HUNDRED FIFTY SIX and 00/100 DOLLARS (\$55,956.00) for providing the Services herein. This is the amount which the Parties agreed to in December 2010 communications. The total Personnel and Indirect Costs for the Services are projected to be \$95,434.80. However, the COUNTY agreed that the CITY would only be billed \$55,956.00. The \$55,956.00 amount was based on previously projected direct and indirect costs for the Services and charging the CITY 60% of this amount. The 60% figure represents what the CITY would have paid toward these costs had there been sufficient 1/10th of 1% Mental Health dollars available to pay its share of the costs at the 40% level authorized by RCW 82.14.450. As a result of the Parties previous agreement as to the amount to be paid for the Services, there will be no adjust and settle under this Agreement at the end of the term.

11-0389

The COUNTY will bill the CITY for the cost of Services as outlined on a quarterly basis on or before the 15th day of the last month for each quarter. Quarterly payments for Services will be calculated by dividing that annual amount set forth herein by four (4). Payments by the CITY will be due by the 5th day of the following month. The COUNTY, at its sole option, may charge interest on any late payment calculated on any lost interest earning had the amount due been invested since the date due to the date of payment in the COUNTY'S investment pool.

SECTION NO. 6: RELATED RESPONSIBILITIES IN CONJUNCTION WITH PROVIDING SERVICES

The COURT or its designee agrees to attend staff meetings as requested by the CITY Mayor or her designee to discuss Services provided under the terms of this Agreement.

The CITY agrees the COURT may use the COURT's stationery as necessary in conjunction with providing Services under the terms of this Agreement.

SECTION NO. 7: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth below for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party:

COUNTY: Spokane County Chief Executive Officer
or his/her authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

COURT: Presiding Judge, Spokane County District Court
1100 West Mallon Avenue
Spokane, Washington 99260

CITY: Mayor or her designee
City of Spokane
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Presiding Judge, City of Spokane Municipal Court
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: REPORTING

11-0389

Reports - The COUNTY shall provide the CITY with reports documenting the actual usage under this Agreement. The PARTIES agree that the terminology "reports documenting actual usage" means that type of information provided by the COURT to the CITY under its previous agreement for Services. An updated report shall be submitted quarterly unless otherwise mutually agreed by the PARTIES. Such reports shall be in a format as mutually agreed to between the PARTIES. The content and/or format for such reports may be changed from time-to-time by written agreement between CITY and COURT staff.

Records Review - The CITY shall be allowed to conduct random reviews of the records generated by the COURT in performance of this Agreement. The CITY will provide the COURT with reasonable advance notice of the records reviews. The PARTIES agree that they will make best efforts to achieve a resolution of any potential records confidentiality issues, including entering into confidentiality agreements or other similar mechanisms that will allow disclosure of the necessary information to accurately conduct a records review. If the CITY will be allowed to view only those records directly relating to Services provided within CITY's corporate boundaries, then the COURT must keep a log of original documents used to charge the CITY, and those documents must have identifying numbers or letters so the original source documents can be easily retrieved.

SECTION NO. 9: 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. 10: ASSIGNMENT

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

SECTION NO. 11: EMPLOYEES

The COURT shall hire, assign, retain and discipline all employees performing Services under this Agreement according to applicable collective bargaining agreements, applicable state and federal laws, and court rules including but not limited to GR 29. The COURT agrees to meet and confer with the CITY with respect to staff that is assigned to provide Services. Issues of discipline or performance will be specifically handled according to COURT policies.

SECTION NO. 12: LIABILITY

For the purpose of this Section, the terminology "COUNTY" shall also mean the "COURT."

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's

11-0389

intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

SECTION NO. 13: INSURANCE

During the term of the Agreement, the COUNTY shall maintain in force at its own expense, each insurance noted below:

- (a) Workers' 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 or Stop Gap Insurance in the amount of \$5,000,000;
- (b) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Agreement; and
- (c) 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.
- (d) 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

11-0389

the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY upon request. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to the CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION NO. 14: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement.

The COURT shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the COURT. Any and all employees who provide Services to the CITY under this Agreement shall be deemed employees solely of the COURT. The COURT shall be solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COURT or COUNTY for any purpose.

SECTION NO. 15: MODIFICATION

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

SECTION NO. 16: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with providing the Services shall remain with the original owner, unless otherwise specifically and mutually agreed to by the PARTIES to this Agreement. For the purpose of this section, the terminology "owner" means that Party which paid the full purchase price for the property or equipment.

11-0389

SECTION NO. 17: ALL WRITINGS 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. 18: DISPUTE RESOLUTION

Any dispute between the COUNTY and CITY regarding cost of Services which cannot be resolved between the COUNTY and CITY shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY Mayor or her designee cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the 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 binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04 RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

The COURT and CITY agree that in the event of a dispute as to Services being provided under this Agreement, that designees from each Party will meet and in good faith attempt to resolve the dispute, which shall first be reduced to writing.

SECTION NO. 19: 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. 20: SEVERABILITY

The PARTIES agree that if any parts, term 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

11-0389

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. 21: RECORDS

All public records prepared, owned, used or retained by the COURT in conjunction with providing Services under the term of this Agreement shall be deemed COURT property and shall be made available to the CITY upon request by the CITY Mayor or her designee subject to the attorney-client and attorney-work-product privileges set forth in statute, court rule or case law. The COURT will notify the CITY of any public disclosure request under chapter 42.56 RCW for copies or viewing of such records as well as the COURT'S response thereto.

SECTION NO. 22: 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. 23: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case any 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. 24: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Agreement. A delay or interruption in or failure of performance of all or any part of this Agreement resulting from any change in or new law, order, rule or regulation of any nature which renders providing of Services in accordance with the term of this Agreement legally impossible, and any other circumstances beyond the control of the COUNTY/COURT which render legally impossible the performance by the COUNTY/COURT of its obligations under this Agreement, shall be deemed not a default under this Agreement.

SECTION NO. 25: FILING

The CITY shall file this Agreement with its City Clerk. The COUNTY shall place this Agreement on its web site or other electronically retrievable public source.

SECTION NO. 26: 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.

11-0389

SECTION NO. 27: INITIATIVES

The PARTIES recognize that revenue reducing initiative(s) passed by the voters of Washington may substantially reduce local operating revenue for the CITY, COUNTY or both PARTIES. The PARTIES agree that it is necessary to have flexibility to reduce the contracted amount(s) in this Agreement in response to budget constraints resulting from the passage of revenue-reducing initiative(s). If such an event occurs, the PARTIES agree to negotiate in good faith to achieve a mutually agreeable resolution in a timely fashion.

SECTION NO. 28: 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. 29: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party's authority or powers under laws.

SECTION NO. 30: ASSURANCE

The CITY shall pay the COUNTY the true and full cost of all Services provided under this Agreement. The intent of the PARTIES is that neither Party will subsidize the other and that the CITY will not subsidize any other jurisdiction that is receiving similar services.

SECTION NO. 31: RCW 39.34 REQUIRED CLAUSES

- (A) **PURPOSE:** See Section No. 3 above.
- (B) **DURATION:** See Section No. 4 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:** See Section No. 25
- (F) **TERMINATION:** See Section No. 4 above.
- (G) **PROPERTY UPON TERMINATION:** 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.

11-0389

SECTION NO. 32: 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. 33: ANTI-KICKBACK

No officer or employee of the CITY, 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 the Agreement.

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

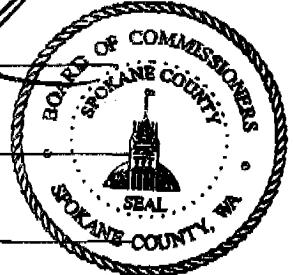
BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

DATED: April 26, 2011

[Signature]
AL FRENCH, Chairman

[Signature]
TODD MIELKE, Vice Chair

[Signature]
MARK RICHARD, Commissioner



ATTEST:
[Signature]
Daniela Erickson 11-0389

Clerk of the Board

CITY OF SPOKANE

DATED: _____

By: [Signature]
City Administrator

Attest:
[Signature]
City Clerk

Approved as to form:
[Signature]
Assistant City Attorney



11-0389

DATED: 5-5-11

SPOKANE COUNTY DISTRICT COURT

By: Anna W. Peterson

Title: Presiding Judge
Spokane County District Court

11-0389

EXHIBIT "1"

The COURT will provide 61.8% (0.618) Judge (the "Judge") or equivalent judges to the CITY. The CITY will take appropriate action to "appoint" the judge or judge(s) as may be required by applicable legislation. The Judge will consider those matters as designated by the City Municipal Court Presiding Judge with regard to Mental Health cases.

Additionally, the COURT will provide a 61.8% (0.618) Judicial Assistant(s) to assist the Judge in providing the above Judge's services. The amount charged for this person shall be the direct charges for the specific person assigned.

(Under RCW 3.50.040, the City has the legal authority to appoint a Spokane County District Court Judge as a municipal judge when the municipal judge is not required to serve full time. RCW 3.50.055 provides that a judge is considered half time when he/she serves half less than one-half of a full-time equivalent position.)

NO. 11-0389

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE)
EXECUTION OF AN INTERLOCAL AGREEMENT)
AMONG THE CITY OF SPOKANE, SPOKANE)
COUNTY AND SPOKANE COUNTY DISTRICT)
COURT FOR COSTS INCIDENT TO)
ADJUDICATION OF MISDEMEANOR AND GROSS)
MISDEMEANOR OFFENSES IN THE CITY OF)
SPOKANE (January 1, 2011 - December 31, 2011:)
Judicial Salary of Mental Health Court Only)

RESOLUTION

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

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

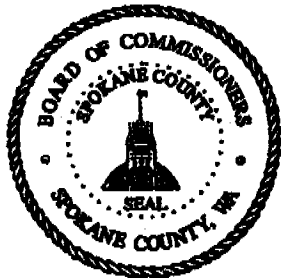
WHEREAS, the Spokane County has established the Spokane County District Court pursuant to the provisions of chapter 3.38 RCW for the judicial administration of the laws of the State of Washington and the ordinances of Spokane County.

WHEREAS, the City of Spokane desires to utilize certain services of the Spokane County District Court, namely the Judicial Officer handling the Spokane County Mental Health Court; and

WHEREAS, pursuant to the above referenced provisions, Spokane County, the City of Spokane and the Spokane County District Court negotiated the provisions on an agreement wherein for calendar year 2011, the City of Spokane for a fee of FIFTY FIVE THOUSAND NINE HUNDRED FIFTY SIX and 00/100 DOLLARS (\$55,956.00) could use the services of the Judicial Officer handling the Spokane County Mental Health Court for those matters as designated by the City Municipal Court Presiding Judge with regard to Mental Health cases.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), chapter 39.34 RCW and RCW 3.50.040 that either the chairman of the Board or a majority of the Board be are hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR COSTS INCIDENT TO ADJUDICATION OF MISDEMEANOR AND GROSS MISDEMEANOR OFFENSES IN THE CITY OF SPOKANE (January 1, 2011 - December 31, 2011)" pursuant to which under certain terms and conditions for calendar year 2011, the City of Spokane for a fee of FIFTY FIVE THOUSAND NINE HUNDRED FIFTY SIX and 00/100 DOLLARS (\$55,956.00) will use the services of the Judicial Officer handling the Spokane County Mental Health Court for those matters as designated by the City Municipal Court Presiding Judge with regard to Mental Health cases.

PASSED AND ADOPTED this 26th day of April 2011.



ATTEST:

Daniela Erickson
Daniela Erickson, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Al French
AL FRENCH, Chair

Todd Mielke
TODD MIELKE, Vice-Chair

Mark Richard
MARK RICHARD, Commissioner