



# City of Spokane

## Minor Contract Summary

OPR # OPR 2012-0594  
 Cross Ref OPR2011-0193  
 Destruct Date 2018  
 Clerk's Dist. 07/18/12 ~~588~~

**Incomplete submissions will be returned to the Department until all requirements are met.**  
 (Summary to be printed on blue paper)

Department Name Mayor's Office  
 Department Project # \_\_\_\_\_

New Contract   
 CR # \_\_\_\_\_  
 Date: 06/27/12

**Contractor/Consultant**

Name: **Spokane County**  
 Address: **1116 W. Broadway Ave.** Remittance Address:  
 City, State, Zip: **Spokane, WA 99260** City, State, Zip

**Summary of Services**

MOU w/Spokane County reinstating and modifying the detention services contract

Amount: \_\_\_\_\_ Budget Code: \_\_\_\_\_

Maximum Amount

**RECEIVED**  
**JUL 18 2012**  
 CITY CLERK'S OFFICE  
 SPOKANE, WA

Beginning Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (as per contract)
- City Business License
- If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Nancy B. Stoggs

Funds are available in the appropriate budget account

Accountant

Signature \_\_\_\_\_

Date \_\_\_\_\_

Department Head

Signature \_\_\_\_\_

Date 7-12-12

Other

Signature \_\_\_\_\_

Date \_\_\_\_\_

Other

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Distribution List**

Contractor E-mail: OKnezovich@spokanesherriff.org; JMCGrath@spokanesherriff.org	Contract Accounting: mlesesne@spokanecity.org
Dept. Contact E-mail: ggemmill@spokanecity.org bburns@spokanecity.org;	Taxes and Licenses
<u>Gavin Cooley</u>	

**MEMORANDUM OF UNDERSTANDING  
REGARDING CRIMINAL JUSTICE REFORMS AND DETENTION SERVICE**

12-0498

**SECTION NO. 1: PARTIES**

This Memorandum of Understanding is by and between Spokane County, a political subdivision of the State of Washington ("County") and the City of Spokane, a first class charter city of the State of Washington ("City") jointly referred to as "Parties".

**SECTION NO. 2: BACKGROUND / PURPOSE**

As a cost savings measure, the City has an interest in contracting with other jurisdictions for detention services but is willing to temporarily reinstate and modify the contract with the County as specified below in an attempt to give Parties additional time to develop local cost saving measures. If these local cost saving measures cannot be achieved, the City fully intends to invoke its right to terminate the Detention Services Agreement as specified below and move forward with its interest.

The County and City intend to execute a document entitled "INTERLOCAL AGREEMENT REINSTATING AND MODIFYING INTERLOCAL AGREEMENT PROVIDING FOR THE PROVISION OF DETENTION SERVICES BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY" ("Interlocal Agreement").

Under the terms of the Interlocal Agreement, the County and City will reinstate and modify that document entitled "INTERLOCAL AGREEMENT PROVIDING FOR THE PROVISION OF DETENTION SERVICES BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY" ("Detention Services Agreement") executed under Spokane County Resolution No. 11-0310 and City of Spokane document number OPR 2011-0193 and in so doing to reinstate the Detention Services Agreement through December 31, 2012, and allow either party from July 1, 2012 through December 31, 2012, to terminate the Detention Services Agreement effective January 1, 2013, upon ninety (90) days advance written notice, otherwise the Detention Services Agreement will automatically renew for calendar year 2013.

In conjunction with executing the Interlocal Agreement, the County and City also desire to enter into a companion Memorandum of Understanding ("MOU"). Under the MOU the Parties will reduce to writing their commitments to address criminal justice reforms and detention service delivery.

**SECTION NO. 3: PARTIES COMMITMENTS TO ADDRESS CRIMINAL JUSTICE REFORMS AND DETENTION SERVICE DELIVERY**

The Parties commit to the following (a) Mission, (b) Principles, (c) Timeline, and (d) Goal:

(a) Mission

"In recognizing that local government can no longer afford to continue performing duplicative services, the City and County commit to work together to first research and then implement efficiencies through collaborations and consolidations, within prioritized elements of the Criminal Justice System, with the objectives of realizing long-term savings and improved deliver of justice."

(b) Principles

The Parties will operate with a spirit of cooperation and commitment to the mission. They will be transparent, honest, non-judgmental, and open to ideas that challenge the way things have been done in favor of the way things should be done for the betterment of the customers we serve (the taxpayer, and the parties to the criminal justice system).

This effort will be a joint effort; both Parties being equal partners, leading the effort toward the goals of the mission. The objective will be to develop a joint plan to address both detention facilities and criminal justice operations in the most cost effective manner possible. This will require both jurisdiction gaining the

support and buy-in of their respective agencies/departments, authorizing the work to be done, authorizing access to and review of information, holding timelines and communicating internally and externally as to the importance of this effort.

Both Parties agree to bring forth areas of interest for study, to prioritize a list for analysis, and ultimately present recommendations together to the two entities for further study and/or implementation of changes. The recommendations to potentially include collaborations, integration of services operated separately, establishment of unified standards and/or policies, elimination of redundancies, consolidation of services, more effective utilization of existing services, construction of new facilities (with initial objective of constructing short term facilities within existing budgets) and legislative reforms necessary to accomplish the above Mission.

Both Parties agree to have the appropriate staff/elected officials at the table at the detention services advisory committee as well as the detention facilities and Criminal Justice System efficiencies subcommittees, to understand, develop, and authorize the work and provide the best possibility for successful implementation.

Both Parties agree that, to the best of their abilities, they will consider each other's interests and tackle the tough political, jurisdictional and financial issues in developing a meaningful plan for reducing costs and improving the delivery of justice.

(c) Timeline

The Parties will make every attempt to:

- Establish a confirmed mission, and an outline of prospective areas to research no later than July 10, 2012.
- Conduct preliminary research and developing a white paper on conceptual actions to be presented to both jurisdictions on or before September 31, 2012.
- Present both jurisdictions with a Phase I action plan for implementing identified actions to deliver on the Mission on or before December 15, 2012.

(d) Goal

It is the goal of the Parties, as a result of (a) through (c) above, to extend the Detention Services Agreement through 2012 and provide for further extensions as set forth in the Detention Services Agreement if the committees referenced in Section No. 3 (b) can demonstrate, through quantifiable evidence, that:

- it is in the best interest of the criminal justice system, the offender and the community to house local offenders locally, and
- there are sufficient financial savings to both entities that offset any prospective savings that might be realized by relocating offenders, and that those savings would be sustainable, and
- best efforts are being made to reduce the costs of detention to the Parties, and
- meaningful progress is being made to advance a long-term cost effective solution to house local offenders.

Furthermore, the County commits to make every effort to drive changes that maintain or reduce the Detention Services incarceration expenditures in effect as of June 1, 2012, unless due to some unforeseen external force outside the County's control. The Parties further understand that County Correction Deputies

are entitled to interest arbitration potentially giving rise to a third party determining potential increased labor costs which determination is outside the County's control.

**SECTION NO. 4: BINDING EFFECT.** The Parties warrant that they have the full power and authority to execute and deliver this MOU and to perform their respective obligations under this MOU. This MOU constitutes a valid and legally binding obligation of the Parties and is enforceable in accordance with its provisions.

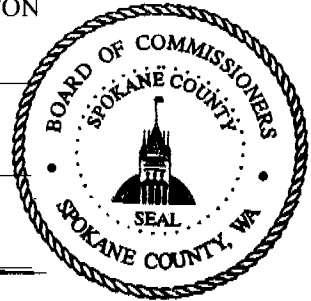
**SECTION NO. 5: DEFAULT AND REMEDIES.** It shall be an Event of Default under this MOU if any party fails duly to perform, observe or comply with the provisions of Section No. 3. Upon the occurrence and continuance of an Event of Default, the non-defaulting party may seek specific performance, declaratory judgment, or other equitable remedies and recovery of reasonable attorneys' fees and other costs for such enforcement action.

**SECTION NO. 6: EFFECTIVE DATE.** This MOU shall be effective as the date of the last signatory.

Dated: 6/20/12

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Todd Mielke  
TODD MIELKE, Chair



ATTEST:

Daniela Erickson  
Daniela Erickson  
Clerk of the Board  
12-0498

Mark Richard  
MARK RICHARD, Vice Chair

Al French  
AL FRENCH, Commissioner

Dated: 7/19/2012

CITY OF SPOKANE

David Condon  
DAVID CONDON, MAYOR

Attest:

Terri Hefetz  
Clerk

Approved as to form:

B. Burns  
Assistant City Attorney





March 29, 2011

\*OPR 2011-0193

COUNCIL ACTION MEMORANDUM

RE: APPROVAL OF MARCH 28, 2011, CONSENT AGENDA ITEMS

During the Spokane City Council 3:30 p.m. Administrative Session held Monday, March 28, 2011, upon consideration of the March 28 Consent Agenda, the following actions were taken:

**Motion** by Council Member Corker, seconded by Council Member Rush, to suspend the (Council) Rules; **carried unanimously (Council Member Waldref absent).**

**Motion** by Council Member Corker, seconded by Council Member Rush, to add OPR 11-216 (Contract with Willis of Seattle, Inc. as Broker of Record for the City of Spokane) to the March 28, 2011, Current Consent Agenda; **carried 5-1 (Council Member Apple voting "no" and Council Member Waldref absent).**

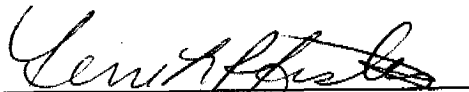
**Motion** by Council Member Corker, seconded by Council Member Rush, to approve (staff recommendations for) the following; **carried unanimously (Council Member Waldref absent):**

1. Clarification of funding arrangement of Contract with Washington State Department of Transportation for Havana Street Bridge Project—\$6,222,479. (PRO 05-28; ENG 2004062)
2. Low Bid Contract with Planned and Engineered Construction, Inc. (Helena, MT) for Cure In Place Pipe 2011 Sewer Rehabilitation—\$340,000 (plus tax). An administrative reserve of \$34,000 (plus sales tax), which is 10% of the contract price plus sales tax, will be set aside. (PRO 11-08; ENG 2011048)
3. Interlocal Agreement with Spokane County and the Spokane County Sheriff for detention and correction services beginning January 1, 2010 through December 31, 2012—\$6,100,000. (OPR 11-193)
4. Interlocal Cooperation Agreement with Spokane County for Hearing Examiner services from January 1, 2011 through December 31, 2011. (OPR 11-194)

5. Agreement with Downtown Spokane Partnership to provide the public with City Police evening bicycle patrol services in the downtown Spokane area from April 1, 2011 through September 30, 2011—maximum revenue is \$50,000. (OPR 11-195)
6. Contract Extension with Pacific Steel and Recycling (Spokane, WA) from May 1, 2011 to April 30, 2012, for processing and marketing of scrap metals collected at the Waste-to-Energy Facility and two transfer stations—estimated revenue of \$175,000. (OPR 09-359)
7. Second Contract Extension with DEECO, Inc. (Raleigh, NC) through December 31, 2011, for annual compliance testing for the Waste-to-Energy Facility—not to exceed \$105,996. (OPR 09-449)
8. Report of the Mayor of pending:
  - a. Claims and payments of previously approved obligations, including those of Parks and Library, through March 21, 2011, total \$4,292,891.99 (Warrant Nos. 424393-424758; ACH Payment Nos. 3258-3317), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,184,558.19. (CPR 11-02)
  - b. Payroll claims of previously approved obligations through March 19, 2011: \$5,664,514.50 (Warrant Nos. 477345-477738). (CPR 11-03)
9. (OPR 11-216 – Contract with Willis of Seattle, Inc., was considered separately. See Council action below.)


**Contract with Willis of Seattle, Inc. (OPR 11-216) (taken separately)**

**Motion** by Council Member Corker, seconded by Council Member Rush, to approve (and authorize contract) with Willis of Seattle, Inc. (Seattle, WA) as Broker of Record for the City of Spokane for three years from April 1, 2011 through March 31, 2014, with the option for a two-year extension—\$50,000 per year; **carried 5-1 (Council Member Apple voting “no” and Council Member Waldref absent).**



Terri L. Pfister, MMC  
Spokane City Clerk

03/19/11  
283

 <b>Agenda Sheet for City Council Meeting of*</b> <input type="text" value="03/28/2011"/>		<input checked="" type="checkbox"/> <b>Date Rec'd</b> <small>(Clerk use only)</small> <input type="text" value="03/08/2011"/>
<input checked="" type="checkbox"/> <b>Status: CLERK REVIEW</b>		<input checked="" type="checkbox"/> <b>Clerk's File #</b> <input type="text" value="OPR 2011-0193"/>
<input type="text" value="FINANCE"/>		<input checked="" type="checkbox"/> <b>Renews #</b> <input type="text"/>
<b>Submitting Dept*:</b>	<input type="text" value="FINANCE"/>	<input checked="" type="checkbox"/> <b>Cross Ref #</b> <input type="text"/>
<b>Contact Name &amp; Phone*:</b>	<input type="text" value="RICKROMERO"/> <input type="text" value="625-6361"/>	<input checked="" type="checkbox"/> <b>Project #</b> <input type="text"/>
<input checked="" type="checkbox"/> <b>Contact E-Mail*</b>	<input type="text" value="RRROMERO@SPOKANECITY.ORG"/>	<input checked="" type="checkbox"/> <b>Bid #</b> <input type="text"/>
<input checked="" type="checkbox"/> <b>Add'l Docs Attached?</b> <input checked="" type="checkbox"/>	<input type="text" value="Contract Item"/>	<input checked="" type="checkbox"/> <b>Requisition #</b> <input type="text" value="CR 11439"/>
<input checked="" type="checkbox"/> <b>Agenda Item Name:</b> Begin with Dept # <input type="text" value="0520 INTERLOCAL AGREEMENT FOR DETENTION SERVICES"/>		
<input checked="" type="checkbox"/> <b>Agenda Wording*:</b> <input type="text" value="106"/> character max) <input type="checkbox"/> Additional attached? <input type="text" value="Interlocal Agreement with Spokane County and the Spokane County Sheriff for detention and correction services on behalf of the City--\$6,100,000."/>		
<input checked="" type="checkbox"/> <b>Summary (Background)*:</b> <input type="text" value="74"/> character max.) <input type="checkbox"/> Additional attached? <input type="text" value="The County will provide detention and correction services to City prisoners including medical, pharmacy, mental health, dental treatment, and transportation for City prisoners for all City Court hearings. This Agreement for Detention services shall be in effect for a period of three (3) years beginning January 1, 2010, and extended automatically for one-year periods on the anniversary date unless terminated by either party."/>		
<input checked="" type="checkbox"/> <b>Fiscal Impact</b>		<input type="checkbox"/> <b>Budget Account</b> <input type="checkbox"/> Additional attached?
<input type="text" value="Expense"/> \$ <input type="text" value="6,100,000.00"/>	#	<input type="text" value="1910-18100-23600-55103"/>
<input type="text" value="Select"/> \$ <input type="text"/>	#	<input type="text"/>
<input type="text" value="Select"/> \$ <input type="text"/>	#	<input type="text"/>
<input type="text" value="Select"/> \$ <input type="text"/>	#	<input type="text"/>
<input checked="" type="checkbox"/> <b>Approvals</b>		<input checked="" type="checkbox"/> <b>Council Notifications (Date)</b>
<b>Dept Head</b>	<input type="text" value="DUNIVANT, TIMOTHY"/>	<b>Study Session</b> <input type="text"/>
<b>Division Director</b>	<input type="text" value="DUNIVANT, TIMOTHY"/>	<b>Other</b> <input type="text"/>
<b>Finance</b>	<input type="text" value="LESESNE, MICHELE"/>	<input checked="" type="checkbox"/> <b>Distribution List</b> (Emails preferred) <input type="checkbox"/> Additional?
<b>Legal</b>	<input type="text" value="BURNS, BARBARA"/>	<input type="text" value="bburns@spokanecity.org"/>
<b>For the Mayor</b>	<input type="text" value="WEBSTER, DOROTHY"/>	<input type="text" value="tdunivant@spokanecity.org"/>
<input checked="" type="checkbox"/> <b>Additional Approvals</b>		<input type="text" value="agolden@spokanecity.org"/>
<b>Purchasing</b>		<input type="text" value="mlesesne@spokanecity.org"/>
<input type="text" value="Select Dept 1"/>		<input type="text" value="rromero@spokanecity.org"/>
<input type="text" value="Select Dept 2"/>		<input type="text" value="DErickson@spokanecounty.org"/>
<input type="text" value="Select Dept 3"/>		<input type="text"/>

INTERLOCAL AGREEMENT PROVIDING FOR THE PROVISION OF  
DETENTION SERVICES  
BETWEEN THE CITY OF SPOKANE  
AND  
SPOKANE COUNTY

THIS AGREEMENT, made and entered into by and between the CITY OF SPOKANE, hereinafter referred to as the "CITY", SPOKANE COUNTY SHERIFF, hereinafter referred to as the "SHERIFF", and the COUNTY OF SPOKANE, hereinafter referred to as the "COUNTY". This Agreement supersedes any prior Agreements entered into between the parties herein with regard to the terms and provisions set forth below.

The COUNTY, SHERIFF and CITY agree as follows:

**SECTION NO. 1: RECITALS AND FINDINGS**

- (a.) The Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business under RCW 36.32.120(6);
- (b.) Counties and cities may contract with each other to perform certain functions which each may legally perform under chapter 39.34 RCW (Interlocal Cooperation Act);
- (c.) Pursuant to the provisions of chapter 70.48 RCW, Spokane County operates two detention facilities for holding and detaining individuals arrested, charged or serving terms for the commission of certain criminal offenses, said facilities are located at 1100 West Mallon Avenue, Spokane, Washington and 3507 South Spotted Road, Spokane, Washington;
- (d.) Pursuant to the provisions of RCW 70.48.090, contracts may be entered into between counties and cities for jail services;
- (e.) The City of \_\_\_\_\_ desires to utilize the services of Spokane County and Spokane County Sheriff for the purpose of housing its prisoners;
- (f.) The SHERIFF is responsible for the actual operation and maintenance of each detention facility and shall have charge of all persons confined therein; and
- (g.) The Parties will work together to provide cost-effective detention services and pursue programs that will provide the safest, most efficient, and most economical services to the citizens, detainees, and employees.

**SECTION NO. 2: DEFINITIONS**

- (a.) Agreement: "Agreement" means this Interlocal Agreement between the CITY and COUNTY regarding the detention of City prisoners.
- (b.) Uncontrollable Circumstances: "Uncontrollable Circumstances" means the following events: riots, wars, civil disturbances, insurrections, acts of terrorism, external fires and floods, volcanic eruptions, or earthquakes at or near where the Services are performed and/or that directly affect providing of such Services.
- (c.) Detention Services: Refers to the department within the Sheriff's Office charged with overseeing the



incarceration of adult offenders.

- (d.) Detention Facility: Refers to either the downtown facility located at 1100 West Mallon Avenue, Spokane Washington and the adult detention building including the third floor of the County-City Public Safety Building located at 1100 West Mallon Avenue, Spokane Washington and/or the Geiger Corrections facility located at 3507 South Spotted Road, Spokane, Washington, or other corrections facilities that may be agreed to in writing by the Parties.
- (e.) Booking: "Booking" means the completion of the process of entering all associated information into the Offender Management System in the creation or completion of a period of detention.
- (f.) City Prisoner: "CITY prisoner" means a person housed in a detention facility when a CITY charge is the principal basis for booking the person as set forth in Section 6 (f) of this Agreement
- (g.) Prisoner day: The term "prisoner day" cost, for purposes of this Agreement, shall include all costs connected with the maintenance, care and custody, and health of the inmate, including medical, dental, meals, housing, clothing, insurance, administration, rent, personal services for detention facility personnel, supplies, kitchen services, debt service, and any other related services, including indirect costs, charges, capital reserve, capital outlay, reasonable and prudent fund balance, for the detention and corrections of said inmates pro-rated on a daily basis per City Prisoner.
- (h.) Detention and Corrections Services: Refers to providing services to the prisoner including: care and custody; medical, dental, meals, housing, clothing, and appropriate inmate programming such as work release, electronic home monitoring, in-custody work programs, educational programs, drug and alcohol counseling, and cognitive therapy.

### **SECTION 3: PURPOSE**

The purpose of this Agreement is to reduce to writing the Parties' understanding as to the terms and conditions under which the COUNTY and SHERIFF will provide detention and corrections services on behalf of the CITY.

### **SECTION 4: TERM**

This Agreement shall be in force for three years beginning January 1, 2010. It shall be extended automatically for additional one-year periods on the anniversary date unless one of the Parties provides notice of termination under the notice provisions of this Agreement. Except as otherwise provided, all extensions shall be subject to all terms and conditions of this Agreement. If a Party desires to terminate the relationship created by this Agreement, it must provide not less than 180 days written notice to the other PARTIES and to the Washington State Office of Financial Management. The notice shall state the grounds for termination and the specific plans for accommodating the affected inmate population. The Parties recognize that the 180 day notice for termination required herein exceeds the minimum 90 days notice stated in RCW 70.48.090

### **SECTION 5: SERVICES TO BE PROVIDED BY COUNTY**

The COUNTY will provide detention and corrections services to City Prisoners equal to those provided to COUNTY inmates including medical, pharmacy, mental health and dental treatment for all prisoners within the detention facilities operated by the SHERIFF. The COUNTY will also make available and provide transport for City prisoners at any County Detention Facility to be present at any and all City Court hearings at the present

Spokane County District Court location in the Spokane County Courthouse Annex or any other location within the Spokane County Courthouse Campus during regular business hours of 8:30AM – 5:00PM Monday through Friday excluding weekends and official court holidays unless otherwise agreed by the parties by separate written Agreement. The terminology “Spokane County Courthouse Campus” shall mean only the Spokane County Courthouse, Spokane County Public Safety Building and Broadway Center Building or Spokane County Jail. Such routine costs are included-in the prisoner day charge.

If an emergency exists or the inmate population becomes too large to be handled, any or all of the CITY prisoners may be released, transferred or temporarily held at another appropriate facility pursuant to applicable policies and state and local laws and regulations. Additionally, the CITY realizes that there may be occasions when certain CITY prisoners may not be accepted due to emergent conditions or as further set forth under the criteria in General Orders of the courts and the Detention Services Policy Section VI “Emergency Procedures”, which is a document maintained separate from this Agreement. The COUNTY will notify the CITY as soon as practical within the first 24 hours of any changes to normal operations.

Consistent with the terms contained herein, COUNTY shall accept all CITY inmates presented for incarceration. This right is contrasted with the Federal government’s contractual right for housing of Federal inmates so long as COUNTY has adequate bed space, and so long as housing of Federal inmates does not increase COUNTY’S personnel costs for corrections officers.

- (a.) Delivery and Notification: The CITY shall be responsible for the delivery of CITY prisoners to the custody of the SHERIFF at a detention facility designated by the SHERIFF. No person who appears to be sick or injured will be booked at a detention facility until he/she has received proper medical attention.
- (b.) Detention Services Operation: The SHERIFF is responsible for the actual operation and maintenance of each detention facility and shall have charge of all persons confined therein.

## **SECTION 6: RATES FOR SERVICES**

- (a.) The CITY shall pay the COUNTY for the incarceration costs of CITY prisoners as follows:
  - (i.) The PARTIES agree Spokane County Detention Services needs to establish fund balance. The previously established “cash reserve” from Geiger Fund 415 will be transferred to the fund balance of the new Detention Services Fund 515. Fund balance of \$650,000 will be included in the budgeted and actual costs for the 2010 year and up to \$800,000 each subsequent year until the reserve reaches two months of budgeted expenses. This reserve threshold will be maintained throughout the life of the Agreement. Should the Agreement be terminated, the COUNTY will refund the CITY the amount contributed toward fund balance from what was transferred from the Geiger fund 415, as well as the Detention Services Fund 515. The amount contributed to the operating reserve by the CITY is a liability for the COUNTY. The COUNTY will provide annual statements documenting the cumulative total of the CITY’s contribution to the operating reserve.
  - (ii.) User’s Estimated annual costs will be computed as follows:
    - a. Taking the budgeted expenses and the provision of fund balance for the year less budgeted revenue from housing federal inmates, state inmates (not mandated by law), work crew program, and other Detention Service activities, to arrive at the budgeted net cost;

- b. Taking the total Average Daily Population (ADP) of inmates for the year two years prior to the contract year and subtracting the ADP for federal and/or state prisoners to arrive at the estimated net ADP;
  - c. Dividing the City's ADP by the net ADP to determine the City's ADP percentage;
  - d. Multiplying the budgeted net cost by each Party's ADP percentage to arrive at the estimated annual cost to each Party.
- (iii.) Each Party's estimated annual costs will be divided by twelve and the Party will be billed monthly by the County.
- (iv.) At the end of the calendar year, using the methodology set forth in Section 6.a.2 the PARTIES shall apply the actual expenditures and the actual ADP percentage from the contract year to determine the final cost. It is the PARTIES intent that any adjustments take place as soon as possible but no later than August 31 of the following year. The actual cost calculation shall be accompanied by the actual expense reports and the actual ADP for all users. The CITY will have sixty (60) calendar days from its receipt of the expenditure documentation to provide the COUNTY with any written objections(s) to such documentation. The written objection(s) must specifically identify the expenditure(s) in question. The COUNTY agrees to consider all written objections received from the CITY within thirty (30) calendar days of receipt of the objections(s). In the event that the PARTIES cannot mutually resolve any written objection(s) submitted by the CITY within the thirty (30) calendar days time frame, or such other time frame as the PARTIES may mutually agree, the objections shall be resolved pursuant to the Dispute Resolution provisions set forth in Section No. 12. To the extent that the CITY was over billed in any year and the Agreement is still in effect, the COUNTY shall credit the CITY for such overpayment in the next monthly payment owing by the CITY. Provided, however, in the event the Agreement is terminated at such time that the overpayment is determined, the COUNTY shall reimburse the CITY for any overpayment within thirty (30) calendar days. To the extent that the CITY was under billed in any year and the Agreement is still in effect, the CITY shall reimburse the COUNTY for any under payment in the next monthly payment owing by the CITY. Provided, however, in the event the Agreement is terminated at such time that the underpayment is determined, the CITY shall reimburse the COUNTY for any underpayment within thirty (30) calendar days. Either Party may at its sole option charge interest on any overpayment or underpayment based on lost interest earning had the amount determined due been invested in the respective Party's investment pool at the end of the thirty (30) day time frame provided for hereinabove to the date of payment. Any resolution of a disputed amount through use of the arbitration process identified in Section 12 shall include at the request of either Party, a determination of whether interest is appropriate, including the amount.
- (v.) In the event there is a disagreement on any of the expenses, the amount billed under parts 2 through 4 within this section will be paid while the issue is resolved.
- (b.) Medical Costs: The CITY shall pay for any and all medical costs incurred by a person who is in need of medical services at the time of his/her arrest by a CITY officer, and prior to his/her being booked into a detention facility. This provision is not intended to create any third party beneficiary rights. The COUNTY, in instances where a medical service provider improperly bills the COUNTY for such medical services, will forward the billing(s) to the CITY for payment.

- (c.) The Monthly prisoner day costs shall be that amount established for the ensuing calendar year by the COUNTY effective January 1 of any contract year for the care and custody of CITY prisoners. The COUNTY shall notify the CITY by memorandum letter of the estimated monthly costs no later than October 1<sup>st</sup> of the preceding year when the costs will take effect. The memorandum shall be accompanied by the supporting budget information and the ADP totals used to calculate the monthly costs.
- (d.) The CITY will make payments within 30 days of the day in which it receives the invoice.
- (e.) As part of the monthly billing the COUNTY shall detail the number of CITY prisoner days for which the CITY was responsible the previous month. The Parties shall mutually agree on the format of the billing statement, to include billing codes. The COUNTY will provide to CITY a year-to-date total of prisoner days with each invoice, including corrections made for previous months. The COUNTY will provide notification accompanied with agreed upon billing information for any changes to the CITY prisoner days. The CITY will notify the COUNTY of any discrepancies contained in the monthly billing support within 45 days.
- (f.) The CITY shall be responsible for the incarceration costs when a CITY charge is the principal basis for booking a person where one or more of the following applies, whether pre-trial or post-trial:
  - (i.) The person is booked for violation of a CITY ordinance; or
  - (ii.) The person is booked for violation of any other misdemeanor or gross misdemeanor committed within the CITY; or
  - (iii.) The person is booked for a warrant relating to (i) and (ii) above.

A CITY charge is not the principal basis for confining a person where:

- (i.) The person is booked exclusively or in combination with other charges by reason of a felony charge (including 72-hour hold). Provided, after the felony charge is released, the CITY shall be responsible for incarceration costs as they relate to pending CITY charges; or
- (ii.) The person is booked exclusively or in combination with other charges by reason of a felony charge that has been reduced to a misdemeanor or gross misdemeanor; or
- (iii.) The person is a federal prisoner who can be removed by a federal agency without regard to the CITY charges. Provided, this provision does not apply when the federal booking is an administrative hold pending release of CITY charges.

On multiple charges, it is the intent of the Parties, that the CITY shall pay only those incarceration costs directly attributable to the booking and detention of misdemeanor or gross misdemeanor charges originating from the CITY'S jurisdiction. By way of example, prisoners held or processed on multiple charges shall be billed as follows:

- (i.) Prisoner held or processed on both felony and CITY misdemeanor or gross misdemeanor charges.
  - a. Concurrent bookings/detention. No charge, the more serious felony offense will control.

- b. Consecutive bookings/detention. Upon release of the felony offense the billing for CITY charges will commence.
- (ii.) CITY misdemeanors or gross misdemeanor charges and COUNTY or another City's misdemeanors or gross misdemeanor charges.
  - a. Concurrent bookings/detention.
  - b. Arresting agency will be initially billed when charges are at same level.
  - c. The CITY will be billed if during transport for another City/County in transit booking, a CITY charge(s) is found and causes the individual to be booked and removed from in transit until released on CITY charge(s).
  - d. For offenders with concurrent charges for multiple jurisdictions in which the above criteria cannot be used to determine the COUNTY/CITY, the COUNTY will bill the COUNTY/CITY delivering the offender to the detention facility until the COUNTY/CITY charges are resolved. The financial responsibility will then pass to the next highest COUNTY/CITY charge.

**SECTION NO. 7: LIABILITY AND INSURANCE**

For the purpose of this Section, the terminology "COUNTY" shall also include the "SHERIFF."

- (a) The COUNTY shall indemnify and hold harmless the CITY and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any wrongful act or omission of the COUNTY, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the CITY, the COUNTY shall defend the same at its sole cost and expense; provided that the CITY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the CITY, and its officers, agents, and employees, or jointly against the CITY and the COUNTY and their respective officers, agents, and employees, the COUNTY shall satisfy the same.
- (b) The CITY shall indemnify and hold harmless the COUNTY and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any wrongful act or omission of the CITY, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the COUNTY, the CITY shall defend the same at its sole cost and expense; provided that the COUNTY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the COUNTY, and its officers, agents, and employees, or jointly against the COUNTY and the CITY and their respective officers, agents, and employees, the CITY shall satisfy the same.
- (c) 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.

- (d) 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 wrongful act.
- (e) Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
- (f) The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.

### **SECTION NO. 8: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The SHERIFF shall be an independent contractor and not the agent or employee of the CITY, that 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 care and housing of CITY prisoners is performed is solely within the discretion of the SHERIFF. Any and all employees who provide the care and housing of CITY prisoners to the CITY under this Agreement shall be deemed employees solely of the SHERIFF. The SHERIFF 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 the CITY shall be deemed to be an employee, agent, servant or representative of the SHERIFF for any purpose.

### **SECTION NO. 9: ADVISORY GROUP**

**Purpose:** Detention Services Advisory Group shall meet on a quarterly basis to ensure regular communication and to seek joint consideration of all matters of concern regarding the jail services contract. It is intended that the parties in these meetings review the Interlocal Agreement and discuss matters of mutual interest; monitor cost trends, work jointly on potential cost savings, revenue sources and other budgetary matters that may impact service levels; seek long-term sustainability of contract terms; consider changes in labor contracts, allocation of resources or other potential cost changes or changes to the cost allocation plan that may impact either party, and provide summary reports of each meeting to the SHERIFF and the Board of County Commissioners. The COUNTY shall provide year-to-date expenditure and revenue reports, and year-to-date ADP totals for all jurisdictions.

**Meetings:** The Advisory Group shall meet no less than four (4) times a year. Normal meeting times shall be the third Tuesday of each month at 10:30 a.m. in the Jail Administration Conference Room.

(a.) **Membership:** will consist of the following personnel or their duly appointed representative. Either party may invite representatives from their respective organizations to attend:

- (i.) COUNTY
  - 1. One Elected Official

2. County CEO or Sheriff as needed
3. Detention Services Commander (Chairman)
4. Detention Services Finance Manager

(ii.) ALL CITY USERS

1. One Elected Official
2. City Manager/Administrator or designee
3. City Finance Director or designee

Notices: if either Party has a desire to make substantial changes which may affect the responsibility or cost of the other, the Party must provide no less than 180 day written notice to the Detention Services Advisory Group chairman and all other members of the advisory group from each jurisdiction of their intention(s).

**SECTION NO. 10: MODIFICATION**

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

**SECTION NO. 11: 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. 12: DISPUTE RESOLUTION**

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing and considered by the COUNTY CEO and the CITY Manager/Administrator. If the COUNTY CEO and the CITY Manager/Administrator 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 7.04A RCW.

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

**SECTION NO. 13: 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. 14: 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. 15: RECORDS**

All public records prepared, owned, used or retained by the COUNTY or SHERIFF in conjunction with providing Services under the terms of this Agreement shall be made available to the CITY upon request by the City Manager/Administrator subject to the attorney client and attorney work product privileges set forth in statute, court rule or case law as well as the provisions in RCW 70.48.100. The COUNTY and SHERIFF 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 COUNTY'S response thereto.

**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 a 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 PARTIES may, at their election, hold the Party liable for all costs and damages caused by such delay.

**SECTION NO. 18: 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 terms of this Agreement legally impossible, and any other circumstances beyond the control of the COUNTY which render legally impossible the performance by the COUNTY of its obligations under this Agreement, shall be deemed not a default under this Agreement.

**SECTION NO.19: FILING**

The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or will place the Agreement on its WEB site.



**SECTION NO. 20: 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. 21. 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. 22: DISCLAIMER**

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

**SECTION NO. 23: NOTICES**

All notices shall be in writing and served either personally or by certified mail, return receipt requested, to the following persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

CITY: Mayor or his/her authorized representative  
City Hall, Seventh Floor  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

SHERIFF: Spokane County Sheriff  
1100 West Mallon Avenue  
Spokane, Washington 99260

**SECTION NO. 24: INSURANCE**

During the term of the Agreement, the PARTIES shall maintain in force each insurance noted below:

- (a.) Worker's 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 amount of \$5,000,000;
- (b.) 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;
- (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; and

- (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 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.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice by the respective PARTIES.

As evidence of the insurance coverages required by this Agreement, the PARTIES shall furnish written evidence of acceptable insurance no later than thirty (30) days from the execution of this Agreement. If requested, complete copies of insurance policies shall be provided. The PARTIES shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **SECTION NO. 25: NONDISCRIMINATION**

No party shall discriminate in violation of Federal, State or local discrimination law.

#### **SECTION NO. 26 ASSURANCE**

The COUNTY and SHERIFF represent and assure the CITY that no other city or town has or will receive more favorable treatment under a contract with the COUNTY or SHERIFF in the care and treatment of its offenders provided under this Agreement for CITY offenders, unless mutually agreed to in writing by both parties.

#### **SECTION NO. 27: CHAPTER 39.34 RCW 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. 17 above.
- (f.) Financing. Each Party shall be responsible for the financing of its contractual obligations under this Agreement pursuant to its normal budgetary process
- (g.) Termination. See Section No. 4 above.
- (h.) Property upon Termination. Title to all property acquired by the Parties in the performance of this Agreement shall remain with the acquiring Party upon termination of this Agreement.
- (i.) Administration. The CITY's representative for administering this Agreement shall be its City

Manager/City Administrator. The COUNTY's representative for administering this Agreement shall be its Chief Executive Officer. The SHIERIFF's representative for administering this Agreement shall be the County Sheriff.

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

\_\_\_\_\_  
AL FRENCH, Chairman

ATTEST:  
Clerk of the Board

\_\_\_\_\_  
TODD MIELKE, Vice-Chairman

\_\_\_\_\_  
Daniela Erickson

\_\_\_\_\_  
MARK RICHARD, Commissioner

DATED: \_\_\_\_\_

SPOKANE COUNTY SHERIFF

\_\_\_\_\_  
OZZIE D. KNEZOVICH, Sheriff

DATED: 3/31/11

CITY OF Spokane :

ATTEST:  
[Signature]  
\_\_\_\_\_, City Clerk

[Signature]  
\_\_\_\_\_, City Manager/Administrator

APPROVED AS TO FORM ONLY:

[Signature]  
\_\_\_\_\_, Deputy/Assistant City Attorney



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

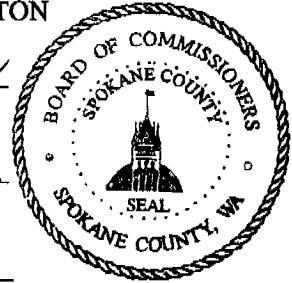
DATED: 3/29/2011

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Al French  
AL FRENCH, Chairman

Todd Mielke  
TODD MIELKE, Vice-Chairman

Mark Richard  
MARK RICHARD, Commissioner



ATTEST:  
Clerk of the Board  
Daniela Erickson  
Daniela Erickson 11-0310

DATED: \_\_\_\_\_

SPOKANE COUNTY SHERIFF:

\_\_\_\_\_  
OZZIE D. KNEZOVICH, Sheriff

DATED: \_\_\_\_\_

CITY OF SPOKANE:

ATTEST:  
\_\_\_\_\_  
Thomas E. Danek, Jr., City Administrator

\_\_\_\_\_  
Terri Pfister, City Clerk

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Howard Delaney, City Attorney

(COUNTY SIGNATURE PAGE for COUNTY RES 11-0310 Clerk File Number OPR 2011-0193)

NO. 11-0310

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

RECEIVED  
05.19.2011  
CITY CLERK'S OFFICE  
SPOKANE, WA

IN THE MATTER OF EXECUTING AN )  
INTERLOCAL AGREEMENT FOR JAIL )  
DETENTION SERVICES BETWEEN SPOKANE )  
COUNTY AND THE CITY OF SPOKANE )

**RESOLUTION**

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

**WHEREAS**, chapter 39.34 RCW ("Interlocal Cooperation Act"), authorizes counties and cites to contract with each other to perform certain functions which each may legally perform; and

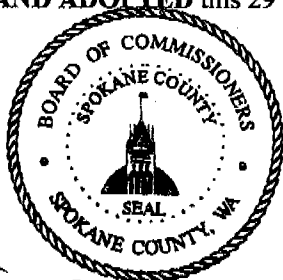
**WHEREAS**, pursuant to the provisions of chapter 70.48 RCW, Spokane County operates two detention facilities for holding and detaining individuals arrested, charged or serving terms for the commission of certain criminal offenses; and

**WHEREAS**, pursuant to the provisions of 70.48.090, contracts may be entered into between counties and cities for jail services; and

**WHEREAS**, the City of Spokane desires to utilize the services of Spokane County and the Spokane County Sheriff for the purpose of providing detention and corrections services for its prisoners.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT PROVIDING FOR THE PROVISION OF DETENTION SERVICES BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY" pursuant to which, under certain terms and conditions, Spokane County and the County Sheriff will provide Jail detention services to the City of Spokane for a three-year timeframe commencing January 1, 2010, and automatically extending for additional one-year periods and agreed upon methodology for determining costs and fees. Such services and costs are further described in Attachment "A," attached hereto and incorporated herein.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of March 2011.



ATTEST:

*Daniela Erickson*  
Daniela Erickson, Clerk of the Board

*Al French*  
AL FRENCH, Chair

*Todd Mielke*  
TODD MIELKE, Vice-Chair

*Mark Richard*  
MARK RICHARD, Commissioner

07/26/12  
2012



**Agenda Sheet for City Council Meeting of:**  
07/09/2012

<b>Date Rec'd</b>	6/27/2012
<b>Clerk's File #</b>	OPR 2011-0193
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	GERRY X6326 GEMMILL
<b>Contact E-Mail</b>	GGEMMILL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0520 INTERLOCAL AGREEMENT WITH SPOKANE COUNTY

**Agenda Wording**  
Interlocal agreement with Spokane County reinstating and modifying the detention services contract.

**Summary (Background)**  
Last year the City gave notice of modification of the detention services contract due to its desire to contract with Benton County for inmate detention. The City and County have agreed to work together regarding outstanding issues. The City is rescinding its notice of modification through this Interlocal. This document also modifies certain notice requirements.

<b>Fiscal Impact</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>		<b>Study Session</b>	
<b>Division Director</b>	GEMMILL, GERRY	<b>Other</b>	
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>	
<b>Legal</b>	BURNS, BARBARA	ggemmill@spokanecity.org	
<b>For the Mayor</b>	FEIST, MARLENE	knezOKnezovich@spokanesherriff.org	
<b>Additional Approvals</b>		JMcGrath@spokanesherriff.org	
<b>Purchasing</b>		bburns@spokanecity.org	

APPROVED BY SPOKANE CITY COUNCIL  
on  
*July 23, 2012*  
*[Signature]*  
SPOKANE CITY CLERK

**INTERLOCAL AGREEMENT REINSTATING AND MODIFYING "INTERLOCAL  
AGREEMENT PROVIDING FOR THE PROVISION OF DETENTION SERVICES BETWEEN  
THE CITY OF SPOKANE AND SPOKANE COUNTY"**

*12-0498*

**THIS INTERLOCAL AGREEMENT**, 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 Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY", the **Spokane County Sheriff**, having offices for the transaction of business at 1100 West Mallon Avenue, Spokane Washington 99260, hereinafter referred to as the "SHERIFF" 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."

**RECITALS:**

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

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, each county, city, and town is responsible for the incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, 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 70.48.090, counties and cities may enter into contacts for jail services; and

**WHEREAS**, pursuant to the above recitals, the Spokane County, the Spokane County Sheriff and City of Spokane executed a document entitled "INTERLOCAL AGREEMENT PROVIDING FOR THE PROVISION OF DETENTION SERVICES BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY" under Spokane County Resolution No. 11-0310 and City of Spokane document number OPR 2011-0193 (the "Detention Services Agreement"); and

**WHEREAS**, SECTION NO. 9 of the Detention Services Agreement provides in part:

**SECTION NO. 9: ADVISORY GROUP**

...Notices: If either Party has a desire to make substantial changes which may affect the responsibilities or cost of the other, the Party must provide no less than 180 days written notice to the Detention Services Advisory Group chairman and all other members of the advisory group from each jurisdiction of their intentions(s).

; and

**WHEREAS**, pursuant to SECTION NO. 9 of the Detention Services Agreement, on October 4, 2011, Rick Romero, Internal Auditor, sent an electronic communication to Captain John McGrath, Jail/Geiger Corrections Director. It provided in part:



*Ted is on his way to Indianapolis and asked if I would send you both an e-mail to start the 180 day clock running as we discussed at last week's Stakeholder's meeting. The 180 day notice is for the purpose of letting the partner municipalities know that we are exploring the possibility of contacting with an outside corrections facility for up to 50 daily inmates (ADP)...*

Subsequent to Mr. Romero's electronic communication, on November 23, 2011, then City Attorney Howard Delaney, confirmed Mr. Romero's communication and advised James Emacio, Chief Deputy Prosecuting Attorney, as follows:

*The October 4, 2011, e-mail from Rick Romero was sent to directly John McGrath, as Chairman of the DSAG. The communication was confirmation of the oral notice of the City's intention to partially move to a less expensive incarceration alternative provided to the DSAGF during its initial organizational meeting in September of this year....*

; and

**WHEREAS**, SECTION NO. 4 of the Detention Services Agreement provides in part:

**SECTION 4: TERM**

...If a Party desires to terminate the relationship created by this Agreement, it must provide not less than 180 days written notice to the other PARTIES and to the Washington State Office of Financial Management. The notice shall state the grounds for termination and the specific plans for accommodating the affected inmate population.

; and

**WHEREAS**, pursuant to SECTION NO. 4 of the Detention Services Agreement, on December 23, 2011, Spokane County gave notice to then City of Spokane Mayor Mary B. Verner of the County's intent to give 180 days notice to terminate the Detention Services Agreement "...solely for the purposes of preserving the County's right to recalculate County's Jail service costs that likely will increase if the City actually follows through on its October 4, 2011, determine to reduce its ADP in the Jail by fifty (50) individuals through housing its inmates outside Spokane County"; and

**WHEREAS**, the City of Spokane has determined not to reduce its Average Daily Population (the "ADP") in the Jail by fifty (50) individuals through housing its inmates outside Spokane County for the remainder of calendar year 2012; and

**WHEREAS**, SECTION NO. 10 of the Detention Services Agreement provides as follows:

**SECTION NO. 10: MODIFICATION**

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

; and

**WHEREAS**, Spokane County and the City of Spokane have determined to reinstate and modify that document entitled "INTERLOCAL AGREEMENT PROVIDING FOR THE PROVISION OF DETENTION SERVICES BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY" executed under Spokane

County Resolution No. 11-0310 and City of Spokane document number OPR 2011-0193 and in so doing to (1) rescind that electronic communicated dated October 4, 2011 from Rick Romero, Internal Auditor, to Captain John McGrath, Jail/Geiger Corrections Director referenced herein above as well as that notice dated December 23, 2011 from the Board of County Commissioners to then Mayor Mary B. Verner; and (2) modify SECTION NO. 4 and SECTION NO. 9 of the document.

NOW, THEREFORE, for and in consideration of the above recitals which are hereby adopted and other good and valuable consideration receipt of which is hereby acknowledged, Spokane County, Spokane County Sheriff and the City of Spokane do reinstate that document entitled "INTERLOCAL AGREEMENT PROVIDING FOR THE PROVISION OF DETENTION SERVICES BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY" executed under Spokane County Resolution No. 11-0310 and City of Spokane document number OPR 2011-0193 and in so doing do rescind that electronic communicated dated October 4, 2011 from Rick Romero, Internal Auditor, to Captain John McGrath, Jail/Geiger Corrections Director referenced herein above as well as that notice dated December 23, 2011 from the Board of County Commissioners to then Mayor Mary B. Verner.

BE IT FURTHER AGREED, among Spokane County, Spokane County Sheriff and the City of Spokane that the document entitled "INTERLOCAL AGREEMENT PROVIDING FOR THE PROVISION OF DETENTION SERVICES BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY" executed under Spokane County Resolution No. 11-0310 and City of Spokane document number OPR 2011-0193 is modified in SECTION NO. 4 and SECTION NO. 9 respectively to provide as follows:

(Underline language added, lined out language deleted.)

#### SECTION NO 4: TERM

This Agreement shall be in force for three years beginning January 1, 2010. It shall be extended automatically for additional one-year periods on the anniversary date unless one of the Parties provided notice of termination under the notice provisions of this Agreement. Except as otherwise provided, all extensions shall be subject to all terms and conditions of this Agreement. If a Party desires to terminate the relationship created by this Agreement, it must provide not less than 180 days written notice to the other PARTIES and to the Washington State Office of Financial Management. The notice shall state the grounds for termination and the specific plans for accommodating the affected inmate population. The Parties recognize that the 180 day notice for termination required herein exceeds the minimum 90 days notice stated in RCW 70.48.090. PROVIDED, however, the PARTIES agree, that if any Party desires to terminate this Agreement as of January 1, 2013, it shall only be required to give 90 days written notice to the other PARTIES and Washington State Office of Financial Management wherein it will state the grounds for termination and the specific plans for accommodating the affected inmate population, otherwise the 180 day notice provision shall apply.

#### SECTION NO. 9 ADVISORY GROUP

Purpose: Detention Services Advisory Group shall meet on a quarterly basis to ensure regular communications and to seek joint consideration of all matters of concern regarding the jail services contract. It is intended that the parties in these meetings review the Interlocal Agreement and discuss matters of mutual

interest; monitor cost trends, work jointly on potential cost savings, review sources and other budgetary matters that may impact services levels; seek long-term sustainability of contact terms; consider changes in labor contracts, allocation of resources or other potential cost changes or changes to the cost allocation plan that may impact either party, and provide summary reports of each meeting to the SHERIFF and the Board of County Commissioners. The COUNTY shall provide year-to-date expenditures and revenue reports, and year-to-date ADP totals for all jurisdictions.

Meetings: The Advisory Group shall meet no less than four (4) times a years. Normal meeting times shall be the third Tuesday of each month at 10:30 a.m. in the Jail Administration Conference Room.

(a) Membership: will consist of the following personnel or their duly appointed representative. Either party may invite representatives from their respective organizations to attend:

(i) COUNTY

1. One Elected Official
2. County CEO or Sheriff as needed
3. Detention Services Commander (Chairman)
4. Detention Services Finance Manager

(ii) ALL CITY USERS

1. One Elected Official
2. City Manager/Administrator or designee
3. City Finance Director or designee

Notices: If either Party has a desire to make substantial changes which may affect the responsibilities or cost of the other, the Party must provide no less than 180 days written notice to the Detention Services Advisory Group chairman and all other members of the advisory group from each jurisdiction of their intentions(s). Provided, however, only for second six (6) months of calendar year 2012, the Party must provide no less than 90 days written notice to the Detention Services Advisory Group chairman and all other members of the advisory group from each jurisdiction of their intention(s).

**BE IT FURTHER RESOLVED**, but for those modifications to SECTION NO. 4 and SECTION NO. 9 set forth herein above, all other provisions of that document entitled "INTERLOCAL AGREEMENT PROVIDING FOR THE PROVISION OF DETENTION SERVICES BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY" executed under Spokane County Resolution No. 11-0310 and City of Spokane document number OPR 2011-0193 shall remain in force and effect without any change or modification whatsoever .

(This Space intentionally left blank.)

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

DATED: 6/26/12

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Todd Mielke  
TODD MIELKE, Chairperson

Mark Richard  
MARK RICHARD, Vice-Chairman

Al French  
AL FRENCH, Commissioner



ATTEST  
Clerk of the Board

Daniela Erickson  
Daniela Erickson 12-0498

DATED: \_\_\_\_\_

SPOKANE COUNTY SHERIFF

Ozzie Knezovich  
OZZIE KNEZOVICH, Sheriff

DATED: JUL 26 2012

CITY OF SPOKANE:

By: David A. Condon

Title: David A. Condon  
Mayer  
City of Spokane

Attest:

Terri Hester  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney



NO. 12-0498

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING: )  
)  
(1) AN INTERLOCAL AGREEMENT )  
"REINSTATING AND MODIFYING )  
'INTERLOCAL AGREEMENT PROVIDING )  
FOR THE PROVISION OF DETENTION )  
SERVICES BETWEEN THE CITY OF )  
SPOKANE AND SPOKANE COUNTY"', )  
)  
AND )  
)  
(2) A "MEMORANDUM OF )  
UNDERSTANDING REGARDING )  
CRIMINAL JUSTICE REFORMS AND )  
DETENTION SERVICE". )

**RESOLUTION**

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

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, each county, city, and town is responsible for the incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, 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 70.48.090, counties and cities may enter into contacts for jail services; and

**WHEREAS**, pursuant to the above recitals, the Spokane County, the Spokane County Sheriff and City of Spokane executed a document entitled "INTERLOCAL AGREEMENT PROVIDING FOR THE PROVISION OF DETENTION SERVICES BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY" under Spokane County Resolution No. 11-0310 and City of Spokane document number OPR 2011-0193 (the "Detention Services Agreement"); and

**WHEREAS**, SECTION NO. 9 of the Detention Services Agreement provides in part:

**SECTION NO. 9: ADVISORY GROUP**

...Notices: If either Party has a desire to make substantial changes which may affect the responsibilities or cost of the other, the Party must provide no less than 180 days written notice to the Detention Services Advisory Group chairman and all other members of the advisory group from each jurisdiction of their intentions(s).

; and

**WHEREAS**, pursuant to SECTION NO. 9 of the Detention Services Agreement, on October 4, 2011, Rick Romero, Internal Auditor, sent an electronic communication to Captain John McGrath, Jail/Geiger Corrections Director. It provided in part:

*Ted is on his way to Indianapolis and asked if I would send you both an e-mail to start the 180 day clock running as we discussed at last week's Stakeholder's meeting. The 180 day notice is for the purpose of letting the partner municipalities know that we are exploring the possibility of contacting with an outside corrections facility for up to 50 daily inmates (ADP)...*

Subsequent to Mr. Romero's electronic communication, on November 23, 2011, then City Attorney Howard Delaney, confirmed Mr. Romero's communication and advised James Emacio, Chief Deputy Prosecuting Attorney, as follows:

*The October 4, 2011, e-mail from Rick Romero was sent to directly John McGrath, as Chairman of the DSAG. The communication was confirmation of the oral notice of the City's intention to partially move to a less expensive incarceration alternative provided to the DSAGF during its initial organizational meeting in September of this year....*

; and

**WHEREAS**, SECTION NO. 4 of the Detention Services Agreement provides in part:

**SECTION 4: TERM**

...If a Party desires to terminate the relationship created by this Agreement, it must provide not less than 180 days written notice to the other PARTIES and to the Washington State Office of Financial Management. The notice shall state the grounds for termination and the specific plans for accommodating the affected inmate population.

; and

**WHEREAS**, pursuant to SECTION NO. 4 of the Detention Services Agreement, on December 23, 2011, Spokane County gave notice to then City of Spokane Mayor Mary B. Verner of the County's intent to give 180 days notice to terminate the Detention Services Agreement "...solely for the purposes of preserving the County's right to recalculate County's Jail service costs that likely will increase if the City actually follows through on its October 4, 2011, determine to reduce its ADP in the Jail by fifty (50) individuals through housing its inmates outside Spokane County"; and

**WHEREAS**, the City of Spokane has determined not to reduce its Average Daily Population (the "ADP") in the Jail by fifty (50) individuals through housing its inmates outside Spokane County for the remainder of calendar year 2012; and

**WHEREAS**, SECTION NO. 10 of the Detention Services Agreement provides as follows:

**SECTION NO. 10: MODIFICATION**

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

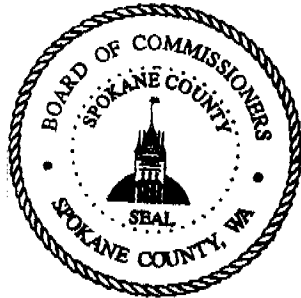
; and

**WHEREAS**, Spokane County and the City of Spokane have determined to reinstate and modify that document entitled "INTERLOCAL AGREEMENT PROVIDING FOR THE PROVISION OF DETENTION SERVICES BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY" executed under Spokane County Resolution No. 11-0310 and City of Spokane document number OPR 2011-0193 and in so doing to (1) rescind that electronic communicated dated October 4, 2011 from Rick Romero, Internal Auditor, to Captain John McGrath, Jail/Geiger Corrections Director referenced herein above as well as that notice dated December 23, 2011 from the Board of County Commissioners to then Mayor Mary B. Verner; and (2) modify SECTION NO. 4 and SECTION NO. 9 of the document; and

**WHEREAS**, in conjunction with taking action as set forth in the immediately preceding recital, Spokane County and the City of Spokane are desirous of executing a document entitled "MEMORANDUM OF UNDERSTANDING REGARDING CRIMINAL JUSTICE REFORMS AND DETENTION SERVICE" wherein they will reduce to writing their commitments to address criminal justice reforms and detention service delivery.

**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), RCW 39.34.180, and RCW 70.48.090, that either the Board or a majority of the Board be and is hereby authorized to execute those documents entitled "INTERLOCAL AGREEMENT REINSTATING AND MODIFYING 'INTERLOCAL AGREEMENT PROVIDING FOR THE PROVISION OF DETENTION SERVICES BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY'" and "MEMORANDUM OF UNDERSTANDING REGARDING CRIMINAL JUSTICE REFORMS AND DETENTION SERVICE" as outlined hereinabove.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of June, 2012.



ATTEST:

  
Daniela Erickson 12-0498  
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
TODD MIELKE, Chair

  
MARK RICHARD, Vice-Chair

  
AL FRENCH, Commissioner