

10/30/15
588



Agenda Sheet for City Council Meeting of:
10/19/2015

Date Rec'd	10/6/2015
Clerk's File #	OPR 2015-0901
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	TIM SCHWERING 625-4109
Contact E-Mail	TSCHWERING@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680-INTERLOCAL-COST SHARING COUNTY/CITY PUBLIC SAFETY

Agenda Wording

To approve Interlocal between Spokane County and Spokane City regarding certain Law Enforcement services and shared uses for the time frame January 1, 2009-December 31,2012.

Summary (Background)

During the years 2009 through 2012, Spokane County was the owner of the Spokane County-City Public Safety Building located at 1100 W. Mallon and Property Building and the Property Warehouse at 1307 W. Gardner. Historically, the County and City bill each other based on shared uses of these buildings and services. This agreement settles the costs for the time frame January 1, 2009-December 31,2012.

Fiscal Impact

Revenue	\$ 535,870.00
Expense	\$ 535,870.00
Select	\$
Select	\$

Budget Account

0680*00000*00000*33821
Various Accounts
#
#

Approvals

Dept Head	DOBROW, RICK
Division Director	DOBROW, RICK
Finance	DAVIS, LEONARD
Legal	WHALEY, HUNT
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	Finance-August 31,2015
Other	

Distribution List

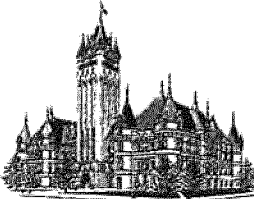
korlob
slynds
ewade
achirowamangu
contract accounting
<i>jfaught</i>

Additional Approvals

Purchasing	

APPROVED BY
SPOKANE CITY COUNCIL:

10/19/2015
[Signature]
CITY CLERK

S P O K A N E  C O U N T Y

OFFICE OF COUNTY COMMISSIONERS
TODD MIELKE, 1ST DISTRICT • SHELLY O'QUINN, 2ND DISTRICT • AL FRENCH, 3RD DISTRICT

April 20, 2015

Ms. Theresa Sanders, City Administrator
City of Spokane
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Re: *Memorandum of Understanding Regarding cost sharing for the use of County/City Public Safety Building/Gardner Avenue Building and cost sharing with regard to certain County and City Law Enforcement Services (January 1, 2009 through December 31, 2012)*

Dear Theresa:

This correspondence will act as a Memorandum of Understanding (“MOU”) between Spokane County (“County”) and the City of Spokane (“City”) (jointly “Parties”) with respect to the above referenced matters.

I. BACKGROUND

Spokane County is the owner of the Spokane County-City Public Safety Building located at 1100 West Mallon Avenue, Spokane, Washington 99260 and Property Warehouse Building located at 1307 West Gardner Avenue, Spokane, Washington 99260, hereinafter jointly referred to as the “Buildings”. The Buildings were occupied and used by various County and City departments for the timeframe from January 1, 2009 through December 31, 2012. The Parties agreed that each party would pay a proportionate share of the costs of operating, maintaining and improving the Buildings for this time frame.

The County through the Spokane County Sheriff provided certain services to the City commonly described as Forensics, Bomb Unit and Communications M&O for the timeframe from January 1, 2009 through December 31, 2012, hereinafter referred to as “County Services”. The Parties agreed that the City would pay the County a proportionate share of the costs of Forensics, Bomb Unit and Communications M&O for this time frame.

The City through the City Police Department provided certain services to the County commonly described as Evidence, Explosive Disposal, Records and Exercise Equipment for the timeframe from January 1, 2009 through December 31, 2012, hereinafter referred to as “City Services”. The Parties agreed that the County would pay the City a proportionate share of the costs of Evidence, Explosive Disposal, Records and Exercise Equipment for this time frame.

After determining the proportionate share of the costs of each party for the Buildings, County Services and City Services for the time frame January 1, 2009 through December 31, 2012, and crediting any amount the City owed the County, the County owed the City the amount of \$535,870. The County paid the City the amount of \$535,870.

II. PURPOSE

The Parties desire to reduce to writing their agreement that the County's payment to the City of the net amount of \$535,870 fulfills all obligations of the Parties related to their respective financial obligations for the costs of Buildings, costs of County Services and costs City Services for the timeframe from January 1, 2009 through December 31, 2012.

Pursuant to the terms of this MOU, the Parties agree as follows:

- (1) The Parties agree the payment made by the County to the City in the net amount of \$535,870 fulfills all obligations of the Parties related to their respective financial obligations for the costs of Buildings, costs of County Services and costs City Services for the timeframe from January 1, 2009 through December 31, 2012.
- (2) The Parties agree that each party releases and forever discharges the other party, its heirs, successors and assigns from any and all claims, demands, or cause of action either may have with regard to its proportionate share of the costs of Buildings, costs of County Service and costs of City Service whether known or unknown for the timeframe from January 1, 2009 through December 31, 2012.
- (3) Consistent with the provisions of chapter 39.34 RCW, the Parties agree and acknowledge:
 - (a) **Purposes:** See II PURPOSE above.
 - (b) **Duration:** See II PURPOSE above.
 - (c) **Separate Legal Entity:** This MOU does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
 - (d) **Responsibilities of the Parties:** See provisions above.
 - (e) **Agreement to be Filed:** The City and County shall be responsible for filing this MOU as provided for in RCW 39.34.040. The City shall file this MOU with its City Clerk. The County shall file this MOU with its County Auditor or place it on its web site or other electronically retrievable public source.
 - (f) **Financing:** Each party shall be solely responsible for financing its obligations under this MOU or as otherwise provided for herein.
 - (g) **Termination:** Once executed, the MOU may be terminated only by mutual agreement of the Parties.
 - (h) **Property upon Termination:** Except as provided for to the contrary herein, title to all personal property acquired by any party in the performance of this MOU shall remain with the acquiring party upon termination of the MOU.

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

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

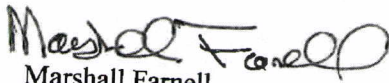
Ms. Theresa Sanders, City Administrator
April 20, 2015
Page 3

The County's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

The City's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

This MOU will supersede and replaces any prior understanding or discussions among the Parties regarding the matters set forth herein.

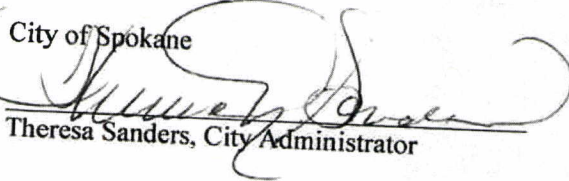
Very truly yours,



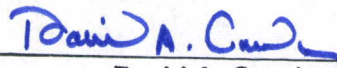
Marshall Farnell
Chief Executive Officer
(Authorized by Board of County Commissioners on April 20, 2015)

Reviewed and agreed to this 18th day of May, 2015.

City of Spokane

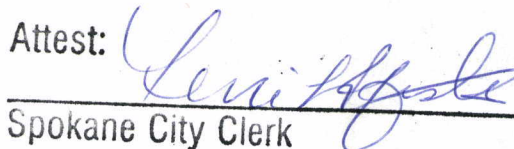


Theresa Sanders, City Administrator



David A. Condon
Mayor
City of Spokane

Attest:



Spokane City Clerk

Approved as to form:



Assistant City Attorney



**REVISED - FINANCE & TECHNOLOGY MEETING
MEETING AGENDA FOR
August 31, 2015
1:30 p.m. – COUNCIL BRIEFING CENTER**

The Spokane City Council's Finance & Technology Committee meeting will be held at **1:30 p.m. on August 31, 2015** in Council Briefing Center –Lower Level City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

The meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the appropriate staff. No legislative action will be taken. No public testimony will be taken and discussion will be limited to appropriate officials and staff.

AGENDA

I. Call to Order

II. Approval of Minutes from July 13, 2015 Meeting

III. Council Requests

1. Financial Note Discussion
2. Warming Center Contract

IV. Staff Requests

- | | |
|---|-----------------|
| 1. Joint Use MOU | Sarah Lynds |
| 2. Amendment to the CAD RMS Inter Local Agreement | Arianne Schmidt |
| 3. SIP Loan to Fleet | Gimpel/Romero |
| 4. Insurance Renewals | Tim Dunivant |
| 5. Accountant II – New Position Parks Dept | Parks |
| 6. IT Contracts | Sloon/Finch |
| a. Cerium Networks | |
| 7. Financial Update | Cooley/Dunivant |

V. Executive Session:

VI. Adjournment:

Next Finance & Technology Committee meeting will be on Monday, October 5, 2015.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Council Chambers and the Council Briefing Center in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., are both wheelchair accessible. The Council Briefing Center is equipped with an

audio loop system for persons with hearing loss. The Council Chambers currently has an infrared system and headsets may be checked out by contacting the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Chris Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Lowe at (509) 625-6383 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.