



Agenda Sheet for City Council Meeting of:

08/08/2016

Date Rec'd	7/19/2016
Clerk's File #	OPR 2016-0623
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	HOWARD DELANEY 625-4450
Contact E-Mail	HDELANEY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0560 INTERLOCAL WITH SPOKANE COUNTY LEASE OF SPACE AT COURTHOUSE COMPLEX

Agenda Wording

Interlocal Agreement with Spokane County for lease of space at the Courthouse Complex for the City of Spokane Municipal Court and Probation Department for 2015-2016. The Courthouse Complex is located at 1116 W Broadway, Spokane, WA 99260.

Summary (Background)

The Spokane Municipal Court and Spokane Probation Department are located in the Spokane County Courthouse Complex. This lease covers the space rental for the term January 1, 2015 to December 31, 2016. Estimated two year cost is \$440,000(\$220,000 each year estimate)

Fiscal Impact		Budget Account	
Neutral	\$ \$187,000	#	0560-13100-12500-55104
Neutral	\$ \$ 33,000	#	0690-16100-23300-55104
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	HARTE, AMY	Study Session	
Division Director	STAAB, TRACY	Other	PSC 7/18/2016
Finance	DAVIS, LEONARD	Distribution List	
Legal	WHALEY, HUNT	hdelaney@spokanecity.org	
For the Mayor	WHITNEY, TYLER	hwhaley@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		tsigler@spokanecity.org	
		korlob@spokanecity.org	
		Spokane County Commissioners	
		tjones@spokanecity.org	

Return to:

**Ginna Vasquez
Clerk of the Board of County Commissioners
1116 West Broadway Avenue
Spokane, Washington 99260**

**INTERLOCAL AGREEMENT
WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE
(January 1, 2015-December 31, 2016)**

THIS 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, Spokane, Washington 99260, hereinafter referred to as the “**County**,” and 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**.”

W I T N E S S E T H:

WHEREAS, 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; and

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

WHEREAS, construction of the Spokane County City Public Safety Building was financed by County and City taxpayers for the Parties’ joint uses and the Parties continue to jointly share in the building’s maintenance and operation costs; and

WHEREAS, Spokane County is the owner of (i) the Spokane County-City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington 99260, and (ii) the Spokane County Courthouse Annex located at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter jointly referred to as the “**Buildings**”; and

WHEREAS, the Buildings are occupied and used by various County and City departments; and

WHEREAS, the Parties desire to enter into an interlocal agreement whereby they reduce to writing the terms and conditions under which the City can occupy space within the Buildings in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department.

NOW THEREFORE, the Parties agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Interlocal Agreement (the "Agreement") is for the County and City to set forth their understandings as to sharing of costs for each Parties' respective use of the below Buildings (the "Buildings") owned by the County for City Municipal Court (including Clerks Office) and Probation purposes.

The Buildings and their addresses are:

Spokane County-City Public Safety Building
1100 West 1100 Mallon Avenue
Spokane, Washington

Spokane County Courthouse Annex
1116 West Broadway Avenue
Spokane, Washington

SECTION NO. 2: TERM / TERMINATION

- A. This Agreement shall commence January 1, 2015 and run through December 31, 2016.
- B. Either party may terminate this Agreement upon one hundred eight (180) days written notice to the other party at any time during the term of the Agreement.
- C. The Parties acknowledge that their individual and joint occupancies of the Building can by mutual agreement change as of January 1st in the event of a renewal.

SECTION NO. 3: COUNTY MAINTENANCE / OPERATION OBLIGATIONS

The County shall provide all operation/maintenance and security for the Buildings.

For the purpose of this Agreement, the terminology "operation/maintenance" shall mean keeping the Buildings in good and sufficient state of repair and condition, both inside and outside, including, without limitation all structural and non-structural components, HVAC systems and related equipment, all electrical wiring and fixtures, all elevators, all plumbing and waste facilities, all windows, overhead doors, docks and appurtenances, within or attached to the Buildings, all sidewalks, roofs, driveways, ramps, parking areas, fire sprinkler systems, irrigation systems and foundations. This obligation shall require the County to provide regularly scheduled and preventative maintenance to the electrical, plumbing, elevator and HVAC systems of the Buildings, including such items as filter changing, oiling, and usual minor adjustments as suggested in the manufacturer's warranty recommendations. The terminology shall include providing utility services to the Buildings,

including but not limited to those for sewer, water, gas, electricity, telephone, heat, and refuse service as well as janitorial service. It shall also include obtaining and paying the premium for fire insurance as provided in Section No. 11.

For the purpose of this Agreement, the terminology "security" shall mean personnel and/or equipment as may be required by the Courts and/or the Board of County Commissioners as a result of statutes or security needs identified by the Spokane County Sheriff and/or Board of County Commissioners. The County through the Risk Management Department shall discuss in advance with the City Administrator any planned security changes prior to their implementation.

SECTION NO. 4: COST-SHARING

A. Determination of square footage usage for individual and joint use areas.

The analysis of the square footage usage by the Parties for individual and joint use areas in the Buildings is shown in the attached Attachment "A". The City will immediately notify the County of any additional use of the Buildings for City Municipal Court including Clerk's Office and Probation for inclusion in this Agreement. Attachment "A" will be updated as of January 1st in the event this Agreement is renewed. The individual and joint use calculations established as of January 1st of each calendar year shall apply for the entire year regardless of a change in the usage by either Party during the calendar year. Minor variances in square footage and/or corrections to square footage will not require an amendment to the Agreement but must be agreed to in writing between the County Chief Executive Officer and the City Administrator. Provided, however, if the adjusted rent exceeds ten percent (10%), a written amendment shall be executed. The Parties understand and agree that the County will make available for the City the following space in the Buildings:

1. all space occupied by the City Municipal Court in 2014 on the second floor, including Courtroom D and related chambers/restroom, in the Spokane County Courthouse Annex. NOTE: The City may conduct weekend dockets in the Spokane County Courthouse Annex space as set forth in Attachment "A". City will be solely responsible for making appropriate arrangements and incurring all costs associated with security personnel necessary at the entrance to the Courthouse Annex for such weekend docket(s). Such arrangements shall be made through the security firm providing security services to the County for the Courthouse Annex during the work week. The County will be responsible for taking appropriate actions to insure that the doors on the 2nd, 3rd and 4th floors of the Courthouse Annex can be locked and are locked during City Municipal Court weekend dockets so that the public accessing the Courthouse Annex for the weekend dockets and taking the steps or elevator in the Courthouse Annex cannot enter the main Courthouse.
2. the same space that the City Clerk's Office occupied on the first floor of the Spokane County-City Public Safety Building in 2014.
3. the same space which the City Probation Department occupied on the second floor of the Spokane County-City Public Safety Building in 2014.

4. one half of the existing space occupied the City Municipal Court and County District Court for a video room on the third floor of the Spokane County-City Public Safety Building.
5. one half of the existing shared space between the City Municipal Court Clerk's Office and the County District Court Office on the first floor of the Spokane County-City Public Safety Building.
6. shared space occupied by the non-profit organization of the Children's Home Society of Washington, commonly known as the Children's Waiting Room located in the basement of the Broadway Center Building. This space to be allocated annually based on usage statistics provided by the managing non-profit organization.

Any dispute as to the individual or joint use square footage allocations shall be referred to the City Administrator and County Chief Executive Officer for resolution. In the event they are unable to resolve the dispute, it shall be submitted to an arbitrator jointly selected by the Parties, or in the event that the Parties cannot jointly agree on an arbitrator, each Party shall nominate two (2) names. After a flip of the coin, each Party shall delete one name from the list until only one name is left. The decision of the arbitrator shall be final and binding on the Parties. Any cost of the arbitrator shall be jointly split. In the event of a dispute on the costs or square footage calculations by the County, the City will pay such costs until the dispute is resolved as provided for herein.

B. Sharing of costs for individual and joint use areas other than joint use equipment or office alterations in joint use area

Based on the square footage usage by the Parties for individual and joint use areas in the Buildings for each calendar year, the following actual annual expenses shall be allocated:

1. Operation/maintenance costs of the Buildings.
 - a. Maintenance/operation costs include the indirect costs calculated in the County Full Cost Allocation Plan as well as direct costs including but not limited to items such as (i) building(s) insurance, (ii) steam plant depreciation, and (iii) depreciation of improvements.
 - b. The indirect costs shall be charged by utilizing the costs as allocated to the respective Buildings in the County Cost Full Allocation Plan.
 - c. The direct costs as referenced above shall be determined by the County, not a third party consultant.
2. Planned capital improvements and/or major maintenance costs.
 - a. The County Chief Executive Officer shall discuss with the City Administrator by September 1st of each calendar year this Agreement is

in effect the planned capital improvements and/or major maintenance costs for the Buildings regardless of the cost for the following year. In the event the Parties do not agree on the proposed planned capital improvements and/or major maintenance costs, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A.

- b. All costs of planned capital improvements and/or major maintenance costs shall be amortized. The Parties shall jointly agree upon an amortization schedule for each planned capital improvement or major maintenance item. In the event the Parties cannot agree on an amortization schedule, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A. The amortization schedule shall spread the County's and City's share of the planned capital improvement equally over the established time frame. The amortization schedule may extend beyond the term of this Agreement.
- 3. Unanticipated emergency capital expenses and/or maintenance costs in excess of \$100,000.
 - a. The County Chief Executive Officer shall discuss with the City Administrator as soon as possible of any unanticipated emergency capital improvements and/or maintenance expenditure in excess of \$100,000 total cost. In the event the Parties do not agree on the unanticipated emergency capital improvements and/or maintenance costs in excess of \$100,000, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A.
 - b. All costs of unanticipated capital improvements and/or maintenance costs shall be amortized. The Parties shall jointly agree upon an amortization schedule for each unanticipated capital improvement or maintenance item. In the event the Parties cannot agree on an amortization schedule, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A. The amortization schedule shall spread the County's and City's share of the unexpected emergency capital improvement equally over the established time frame. The amortization schedule may extend beyond the term of this agreement.

C. Security Costs (Buildings and Exterior)

- 1. Building Security Costs. Annual building security usage shall be accumulated separately for each building to include the Spokane County Courthouse, Spokane County Courthouse Annex, Spokane County Public Safety Building, Broadway Center Building, Juvenile Court Building, Valley Precinct Building and Spokane County Motorpool. The separate annual building security usage shall then be allocated among/between the courts occupying each individual building based on each court's square footage of occupancy in each building. The maintenance/operation costs include the indirect costs calculated in the Full County

Cost Allocation Plan as well as direct costs including but not limited to the building security stations and the Spokane County Sheriff Security Deputy. For the purpose of this provision the terminology court shall mean Spokane County District Court, Spokane County Superior Court, Spokane County Juvenile Court and City Municipal Court.

2. Exterior Security Costs. Annual exterior building security usage shall be accumulated. Maintenance/operation costs include the indirect costs calculated in the Full County Cost Allocation Plan as well as direct costs including but not limited to the East Gate, the After-hours security patrol, monitoring and management of security access.

D. Cost-sharing for joint use equipment or office alterations for a joint use area.

The cost of joint use equipment or office alterations for a joint use area in any of the Buildings shall be subject to cost apportionment as the Parties may mutually agree and shall be included as a reimbursable item as set forth in Section No. 5. Provided, however, each Party will be solely responsible for paying directly to the vendor its cost apportionment share for any joint use equipment or office alterations for a joint use area in any of the Buildings having a total cost of TEN THOUSAND DOLLARS (\$10,000) or more. No piece of joint use equipment or office alteration for a joint use area shall be acquired or made until the Parties have met and agreed to its cost apportionment. The Parties agree to meet within five (5) working days of a written request from one Party to the other and resolve the cost apportionment of such joint use equipment or office alterations.

E. Cost-sharing for non-joint use equipment purchases and non-joint use office alterations.

The cost of non-joint use equipment purchases or non-joint use office alterations for individual areas within any of the Buildings shall be the sole financial responsibility of the individual Party. The City shall request approval from the appropriate County representative for any office alterations.

SECTION NO. 5: RECONCILIATION / PAYMENT

- A. The County will maintain complete yearly records of all actual maintenance/operation and security expenditures, planned and unanticipated capital expenditures, and joint use equipment and joint use office alterations for the Buildings. On or before November 30th of each following year, the County will allocate the previous years actual costs between the Parties based on the square footage calculations and the cost sharing allocations in Section No. 4. The resulting figure will be the total amount that the City owes the County for its proportionate share of the costs for the previous year.
- B. The final amount owing by the City to the County shall be paid within thirty (30) calendar days of the reconciliation. Any amount not paid when due shall bear interest at a rate equal to lost interest earning had the money been timely paid and invested in the Spokane County

Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding months. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

SECTION NO. 6: RECORDS

- A. The County shall keep a detailed and accurate record of all costs. The records shall be made available for audit at any time, Monday through Friday during normal County business hours by the City or its duly authorized representatives.
- B. The County shall make available to the City or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the County shall have kept in conjunction with this Agreement and which the City may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement.
- C. The County shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement.

SECTION NO. 7: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

SECTION NO. 8: LIABILITY

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 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. 9: NOTICES

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

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

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

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

SECTION NO. 10: RISK MANAGER

Each Party's Risk Manager or designees may inspect those areas under each other's control within the Buildings to determine whether or not any safety devices or safeguards are required in the areas to meet applicable laws. The Risk Manager and/or designee shall give advance notice to the County Chief Executive Officer or the City Administrator of any inspection. Inspection(s) will be carried out pursuant to such limitations as may be necessary to protect the security of the area that is the subject of inspection.

SECTION NO. 11: INSURANCE

- A. Fire Insurance. The County shall carry fire insurance covering the Buildings. The City shall carry fire insurance for any contents or personal property that it owns and/or uses in conjunction with space occupied in the Buildings. The County fire insurance policy has a \$25,000.00 deductible. The City shall pay this deductible when its sole negligence gives rise to a fire, causing damage in any portion of the Buildings. In the event the City is comparatively negligent, its proportionate share of the deductible shall be equal to its comparative negligence as determined by an independent arbitrator mutually selected by the Parties.
- B. Mutual Waivers of Subrogation. To the extent it is lawful to do so, the Parties expressly waive and release any cause of action or right of recovery which the Party may have against the other Party for any loss or damages to the Buildings, or to its contents, caused by fire, explosion or other peril covered by insurance.
- C. Liability Insurance. The County shall carry General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage on the Buildings. The County will pay any and all self-insured retention (SIR) under such coverage.
- D. 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.

SECTION NO. 12: ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

SECTION NO. 13: 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. The Parties further agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

SECTION NO. 14: NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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. 15: 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.

SECTION NO. 16: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington. 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 of its provisions, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 17: MISCELLANEOUS

- A. NON-WAIVER: No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same term or other rights of that Party in the future.
- B. ENTIRE AGREEMENT: 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 modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- C. 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.
- D. 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.
- D. SEVERABILITY: 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. 18: SUPERSEDED AGREEMENTS

This Agreement supersedes all previous agreements executed between the Parties including that executed under Spokane County Resolution No. XXXXX entitled "INTERLOCAL AGREEMENT WITH REGARD TO MUNICIPAL COURT / PROBATION SPACE (January 1, 2012-December 31, 2014)", Spokane County Resolution No. 08-1116 entitled "INTERLOCAL AGREEMENT WITH REGARD TO MUNICIPAL COURT / PROBATION SPACE (January 1, 2009-December 31, 2009)" and that executed under Spokane County Resolution No. 10-0321 entitled "RENEWAL OF INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2010-December 31, 2010) and that executed under Spokane County Resolution No. 2011-0532 entitled "INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2011-December 31, 2011)". Additionally it includes all amendments to the above agreements.

SECTION NO. 19: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section No. 1.
- B. DURATION: See Section No. 2.
- 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 Agreement provisions.
- E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: The County Chief Executive Officer and the City Administrator shall inform each other, on or before September 1st of each year, of their projected costs, which are the subject of cost allocation, for the next fiscal year. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION: See Section No. 2.
- H. PROPERTY UPON TERMINATION: Title to all personal property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Any and all capital improvements to the Buildings shall become part of the respective building. Jointly acquired personal property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

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

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

SHELLY O'QUINN, Chair

AL FRENCH, Vice Chair

NANCY MCLAUGHLIN, Commissioner

ATTEST:

Ginna Vasquez, Clerk of the Board

State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that SHELLY O'QUINN, AL FRENCH and NANCY MCLAUGHLIN are the persons who appeared before me and they acknowledged that they signed the document, on oath stated that they were authorized to sign it and acknowledged it as the Commissioners of the COUNTY OF SPOKANE, a political subdivision, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Date

[SEAL OR STAMP]

Notary Public in and for Washington State

Residing at _____

My appointment expires _____

DATED: _____

CITY OF SPOKANE:

By: _____
City Administrator

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ and TERRI PFISTER, are the persons who appeared before me and they acknowledged that they signed the document, on oath stated that they were authorized to sign it and acknowledged it as the _____ and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Date

[SEAL OR STAMP]

Notary Public in and for Washington State
residing at _____

My appointment expires _____

Reviewed:

Spokane Municipal Court
Presiding Judge

ATTACHMENT "A"

SQUARE FOOTAGE

Spokane County Courthouse Annex*

All space occupied by the City Municipal Court in 2011 on the second floor including Courtroom D and related chambers/restroom consisting of 3,926 square feet. Additionally, the City is allocated 107 square feet in the basement for storage of municipal court parking tickets. (Total: 4,033 sq. ft.)

(The Parties agree that the total square footage in 2015 is 4,033 which includes the 107 square feet in the basement for storage of municipal court parking tickets. The Parties further agree that the total square footage in 2016 is 3,926 which excludes the 107 square feet in the basement for storage of municipal court parking tickets.)

Spokane County City Public Safety Building

Existing space occupied by the City Municipal Court Clerk's Office consisting of 2,461 square feet. Additionally, the City is allocated 155 square feet for a small storage closet. (Total: 2,616 sq. ft.)

Existing space occupied by the City Probation Department consisting of 1,392 square feet of City occupied probation space and 1,249 of shared probation space. (Total: 2,641 sq. ft.)

One half of existing space jointly used by the City Municipal Court and Spokane County District Court for a video room on the third floor. (Total space $526/2 = 263$) (Total: 263 sq. ft.)

One half of the existing shared space between the City Municipal Court Clerk's Office and the County District Court Office (Total space $753/2 = 376$). (Total: 376 sq. ft.)

Spokane County Broadway Center Building

Share of existing space occupied by the Children's Waiting Room on the first floor of 433 square feet based on usage statistics provided by the managing non-profit organization.

***Note:** This Attachment only sets forth the City's individual square footage usage in the Buildings. The City will also be allocated costs associated with common and mechanical areas in the Buildings. Common areas include hallways, bathrooms, etc. Common areas will be allocated based on the percentage of space occupied by the City or County on any floor within a Building, exclusive of common areas. For example, if the City occupies 60% of the second floor of a building, exclusive of common areas, then the City will be allocated 60% of the common area costs on the second floor of the Building and the County will be allocated 40% of the common area costs on the second floor of the Building. Mechanical areas will be allocated based on building occupancy.



Agenda Sheet for City Council Meeting of:
09/16/2013

Date Rec'd	DocDate
Clerk's File #	OPR 2013-0652
Renews #	
Cross Ref #	OPR 2011-0326
Project #	
Bld #	
Requisition #	CR 13741

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	HOWARD DELANEY X4450
Contact E-Mail	HDELANEY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0560 INTERLOCAL WITH SPOKANE COUNTY LEASE OF SPACE AT COURTHOUSE COMPLEX

Agenda Wording

Interlocal Agreement with Spokane County for lease of space at the Courthouse Complex for the City of Spokane Municipal Court and Probation Department for 2012-14. The Courthouse Complex is located at 1116 West Broadway, Spokane, WA 99260.

Summary (Background)

The Spokane Municipal Court and Spokane Probation Department are located in the Spokane County Courthouse Complex. This lease covers the space rental for the term January 1, 2012 through December 31, 2014. Estimated 3 year cost is \$630,000. 2012 - \$205,000 2013 - \$205,000 2014 - \$220,000 est

Fiscal Impact		Budget Account	
Expense	\$ 171,000	#	0560-13100-12500-55104
Expense	\$ 34,000	#	0690-16100-23300-55104
Select	\$	#	BudgetAccount3
Select	\$	#	
Approvals		Council Notifications	
Dept Head	DELANEY, HOWARD	Study Session	
Division Director	LOGAN, MARY	Other	PSC 5/20/13
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	hdelaney@spokanecity.org	
For the Mayor	SANDERS, THERESA	dmcbride@spokanecity.org	
Additional Approvals		mlesesne@spokanecity.org	
Purchasing		Spokane County Commissioners	
		vpeterston@spokanecounty.org	
		agolden@spokanecity.org	
		jfaught@spokanecity.org	

APPROVED BY SPOKANE CITY COUNCIL ON

9/16/2013
[Signature]
SPOKANE CITY CLERK

Return to:

**Daniela Erickson
Clerk of the Board of County Commissioners
1116 West Broadway Avenue
Spokane, Washington 99260**

(OPR2013-0652)

**INTERLOCAL AGREEMENT
WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE
(January 1, 2012-December 31, 2014)**

THIS 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, Spokane, Washington 99260, hereinafter referred to as the “**County**,” and 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**.”

W I T N E S S E T H:

WHEREAS, 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; and

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

WHEREAS, construction of the Spokane County City Public Safety Building was financed by County and City taxpayers for the Parties’ joint uses and the Parties continue to jointly share in the building’s maintenance and operation costs; and

WHEREAS, Spokane County is the owner of (i) the Spokane County-City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington 99260, and (ii) the Spokane County Courthouse Annex located at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter jointly referred to as the “**Buildings**”; and

WHEREAS, the Buildings are occupied and used by various County and City departments;
and

WHEREAS, the Parties desire to enter into an interlocal agreement whereby they reduce to writing the terms and conditions under which the City can occupy space within the Buildings in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department.

NOW THEREFORE, the Parties agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Interlocal Agreement (the "Agreement") is for the County and City to set forth their understandings as to sharing of costs for each Parties' respective use of the below Buildings (the "Buildings") owned by the County for City Municipal Court (including Clerks Office) and Probation purposes.

The Buildings and their addresses are:

Spokane County-City Public Safety Building
1100 West 1100 Mallon Avenue
Spokane, Washington

Spokane County Courthouse Annex
1116 West Broadway Avenue
Spokane, Washington

SECTION NO. 2: TERM / TERMINATION

- A. This Agreement shall commence January 1, 2012 and run through December 31, 2014.
- B. Either party may terminate this Agreement upon one hundred eight (180) days written notice to the other party at any time during the term of the Agreement.
- C. The Parties acknowledge that their individual and joint occupancies of the Building can by mutual agreement change as of January 1st in the event of a renewal.

SECTION NO. 3: COUNTY MAINTENANCE / OPERATION OBLIGATIONS

The County shall provide all operation/maintenance and security for the Buildings.

For the purpose of this Agreement, the terminology "operation/maintenance" shall mean keeping the Buildings in good and sufficient state of repair and condition, both inside and outside, including, without limitation all structural and non-structural components, HVAC systems and related equipment, all electrical wiring and fixtures, all elevators, all plumbing and waste facilities, all windows, overhead doors, docks and appurtenances, within or attached to the Buildings, all sidewalks, roofs, driveways, ramps, parking areas, fire sprinkler systems, irrigation systems and foundations. This obligation shall require the County to provide regularly scheduled and preventative maintenance to the electrical, plumbing, elevator and HVAC systems of the Buildings, including such items as filter changing, oiling, and usual minor adjustments as suggested in the

manufacturer's warranty recommendations. The terminology shall include providing utility services to the Buildings, including but not limited to those for sewer, water, gas, electricity, telephone, heat, and refuse service as well as janitorial service. It shall also include obtaining and paying the premium for fire insurance as provided in Section No. 11.

For the purpose of this Agreement, the terminology "security" shall mean personnel and/or equipment as may be required by the Courts and/or the Board of County Commissioners as a result of statutes or security needs identified by the Spokane County Sheriff and/or Board of County Commissioners. The County Sheriff shall discuss in advance with the City Administrator any planned security changes prior to their implementation.

SECTION NO. 4: COST-SHARING

A. Determination of square footage usage for individual and joint use areas.

The 2011 analysis of the square footage usage by the Parties for individual and joint use areas in the Buildings is shown in the attached Attachment "A". The City will immediately notify the County of any additional use of the Buildings for City Municipal Court including Clerk Office) and Probation for inclusion in this Agreement. Attachment "A" will be updated as of January 1st in the event this Agreement is renewed. The individual and joint use calculations established as of January 1st of each calendar year shall apply for the entire year regardless of a change in the usage by either Party during the calendar year. Minor variances in square footage and/or corrections to square footage will not require an amendment to the Agreement but must be agreed to in writing between the County Chief Executive Officer and the City Administrator. Provided, however, if the adjusted rent exceeds ten percent (10%), a written amendment shall be executed. The Parties understand and agree that the County will make available for the City the following space in the Buildings:

1. all space occupied by the City Municipal Court in 2011 on the second floor, including Courtroom D and related chambers/restroom, in the Spokane County Courthouse Annex. NOTE: The City may conduct weekend dockets in the Spokane County Courthouse Annex space as set forth in Attachment "A". City will be solely responsible for making appropriate arrangements and incurring all costs associated with security personnel necessary at the entrance to the Courthouse Annex for such weekend docket(s). Such arrangements shall be made through the security firm providing security services to the County for the Courthouse Annex during the work week. The County will be responsible for taking appropriate actions to insure that the doors on the 2nd, 3rd and 4th floors of the Courthouse Annex can be locked and are locked during City Municipal Court weekend dockets so that the public accessing the Courthouse Annex for the weekend dockets and taking the steps or elevator in the Courthouse Annex cannot enter the main Courthouse.
2. the same space that the City Clerk's Office occupied on the first floor of the Spokane County-City Public Safety Building in 2011.

3. the same space which the City Probation Department occupied on the second floor of the Spokane County-City Public Safety Building in 2011.
4. one half of the existing space occupied the City Municipal Court and County District Court for a video room on the third floor of the Spokane County-City Public Safety Building.
5. one half of the existing shared space between the City Municipal Court Clerk's Office and the County District Court Office on the first floor of the Spokane County-City Public Safety Building.

Any dispute as to the individual or joint use square footage allocations shall be referred to the City Administrator and County Chief Executive Officer for resolution. In the event they are unable to resolve the dispute, it shall be submitted to an arbitrator jointly selected by the Parties, or in the event that the Parties cannot jointly agree on an arbitrator, each Party shall nominate two (2) names. After a flip of the coin, each Party shall delete one name from the list until only one name is left. The decision of the arbitrator shall be final and binding on the Parties. Any cost of the arbitrator shall be jointly split. In the event of a dispute on the costs or square footage calculations by the County, the City will pay such costs until the dispute is resolved as provided for herein.

B. Sharing of costs for individual and joint use areas other than joint use equipment or office alterations in joint use area

Based on the square footage usage by the Parties for individual and joint use areas in the Buildings for each calendar year, the following actual annual expenses shall be allocated:

1. Operation/maintenance costs of the Buildings.
 - a. Maintenance/operation costs include the indirect costs calculated in the County Cost Allocation Plan as well as direct costs including but not limited to items such as (i) building(s) insurance, (ii) steam plant depreciation, and (iii) depreciation of improvements.
 - b. The indirect costs shall be charged by utilizing the costs as allocated to the respective Buildings in the County Cost Allocation Plan.
 - c. The direct costs as referenced above shall be determined by the County, not a third party consultant.
2. Planned capital improvements and/or major maintenance costs.
 - a. The County Chief Executive Officer shall discuss with the City Administrator by September 1st of each calendar year this Agreement is in effect the planned capital improvements and/or major maintenance costs for the Buildings regardless of the cost for the

following year. In the event the Parties do not agree on the proposed planned capital improvements and/or major maintenance costs, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A.

- b. All costs of planned capital improvements and/or major maintenance costs shall be amortized. The Parties shall jointly agree upon an amortization schedule for each planned capital improvement or major maintenance item. In the event the Parties can not agree on an amortization schedule, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A. The amortization schedule shall spread the County's and City's share of the planned capital improvement equally over the established time frame. The amortization schedule may extend beyond the term of this Agreement.

- 3. Unanticipated emergency capital expenses and/or maintenance costs in excess of \$100,000.

- a. The County Chief Executive Officer shall discuss with the City Administrator as soon as possible of any unanticipated emergency capital improvements and/or maintenance expenditure in excess of \$100,000 total cost. In the event the Parties do not agree on the unanticipated emergency capital improvements and/or maintenance costs in excess of \$100,000, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A.

- b. All costs of unanticipated capital improvements and/or maintenance costs shall be amortized. The Parties shall jointly agree upon an amortization schedule for each unanticipated capital improvement or maintenance item. In the event the Parties can not agree on an amortization schedule, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A. The amortization schedule shall spread the County's and City's share of the unexpected emergency capital improvement equally over the established time frame. The amortization schedule may extend beyond the term of this agreement.

C. Security Costs (Buildings and Exterior)

- 1. Building Security Costs. Annual building security costs shall be calculated separately for each building to include the Spokane County Courthouse, Spokane County Courthouse Annex, Spokane County Public Safety Building, Broadway Center Building, Juvenile Court Building and Valley Precinct Building. The separate annual building security costs shall then be allocated among/between the courts occupying each individual building based on each court's square footage of

occupancy in each building net of storage. For the purpose of this provision the terminology court shall mean Spokane County District Court, Spokane County Superior Court and City Municipal Court.

2. Exterior Security Costs. Annual exterior building security costs shall be calculated. The annual costs shall then be allocated equally among the Spokane County Courthouse, Spokane County Courthouse Annex, and Spokane County Public Safety Building. Then the costs are distributed by each court's square footage of occupancy in each building, net of storage. For the purpose of this provision the terminology court shall mean Spokane County District Court, Spokane County Superior Court and City Municipal Court.

D. Cost-sharing for joint use equipment or office alterations for a joint use area.

The cost of joint use equipment or office alterations for a joint use area in any of the Buildings shall be subject to cost apportionment as the Parties may mutually agree and shall be included as a reimbursable item as set forth in Section No. 5. Provided, however, each Party will be solely responsible for paying directly to the vendor its cost apportionment share for any joint use equipment or office alterations for a joint use area in any of the Buildings having a total cost of TEN THOUSAND DOLLARS (\$10,000) or more. No piece of joint use equipment or office alteration for a joint use area shall be acquired or made until the Parties have met and agreed to its cost apportionment. The Parties agree to meet within five (5) working days of a written request from one Party to the other and resolve the cost apportionment of such joint use equipment or office alterations.

E. Cost-sharing for non-joint use equipment purchases and non-joint use office alterations.

The cost of non-joint use equipment purchases or non-joint use office alterations for individual areas within any of the Buildings shall be the sole financial responsibility of the individual Party. The City shall request approval from the appropriate County representative for any office alterations.

SECTION NO. 5: RECONCILIATION / PAYMENT

- A. The County will maintain complete yearly records of all actual maintenance/operation and security expenditures, planned and unanticipated capital expenditures, and joint use equipment and joint use office alterations for the Buildings. On or before November 30th of each following year, the County will allocate the previous years actual costs between the Parties based on the square footage calculations and the cost sharing allocations in Section No. 4. The resulting figure will be the total amount that the City owes the County for its proportionate share of the costs for the previous year.
- B. The final amount owing by the City to the County shall be paid within thirty (30) calendar days of the reconciliation. Any amount not paid when due shall bear interest at a rate equal to lost interest earning had the money been timely paid and invested in the Spokane County

Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding months. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

SECTION NO. 6: RECORDS

- A. The County shall keep a detailed and accurate record of all costs. The records shall be made available for audit at any time, Monday through Friday during normal County business hours by the City or its duly authorized representatives.
- B. The County shall make available to the City or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the County shall have kept in conjunction with this Agreement and which the City may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement.
- C. The County shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement.

SECTION NO. 7: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

SECTION NO. 8: LIABILITY

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 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. 9: NOTICES

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

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

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

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

SECTION NO. 10: RISK MANAGER

Each Party's Risk Manager or designees may inspect those areas under each other's control within the Buildings to determine whether or not any safety devices or safeguards are required in the areas to meet applicable laws. The Risk Manager and/or designee shall give advance notice to the County Chief Executive Officer or the City Administrator of any inspection. Inspection(s) will be

carried out pursuant to such limitations as may be necessary to protect the security of the area that is the subject of inspection.

SECTION NO. 11: INSURANCE

- A. Fire Insurance. The County shall carry fire insurance covering the Buildings. The City shall carry fire insurance for any contents or personal property that it owns and/or uses in conjunction with space occupied in the Buildings. The County fire insurance policy has a \$25,000.00 deductible. The City shall pay this deductible when its sole negligence gives rise to a fire, causing damage in any portion of the Buildings. In the event the City is comparatively negligent, its proportionate share of the deductible shall be equal to its comparative negligence as determined by an independent arbitrator mutually selected by the Parties.
- B. Mutual Waivers of Subrogation. To the extent it is lawful to do so, the Parties expressly waive and release any cause of action or right of recovery which the Party may have against the other Party for any loss or damages to the Buildings, or to its contents, caused by fire, explosion or other peril covered by insurance.
- C. Liability Insurance. The County shall carry General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage on the Buildings. The County will pay any and all self-insured retention (SIR) under such coverage.
- D. 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.

SECTION NO. 12: ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

SECTION NO. 13: 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. 14: NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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. 15: 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.

SECTION NO. 16: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington. 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 of its provisions, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 17: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same term or other rights of that Party in the future.
- B. **ENTIRE AGREEMENT:** 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 modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- C. **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.
- D. **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.
- E. **SEVERABILITY:** 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. 18: SUPERSEDED AGREEMENTS

This Agreement supersedes all previous agreements executed between the Parties including that executed under Spokane County Resolution No. 08-1116 entitled “INTERLOCAL AGREEMENT WITH REGARD TO MUNICIPAL COURT / PROBATION SPACE (January 1, 2009-December 31, 2009)” and that executed under Spokane County Resolution No. 10-0321 entitled “RENEWAL OF INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2010-December 31, 2010) and that executed under Spokane County Resolution No. 2011-0532 entitled “INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2011-December 31, 2011)”. Additionally it includes all amendments to the above agreements.

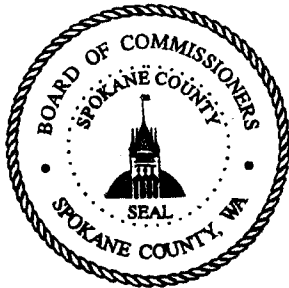
SECTION NO. 19: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section No. 1.
- B. DURATION: See Section No. 2.
- 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 Agreement provisions.
- E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: The County Chief Executive Officer and the City Administrator shall inform each other, on or before September 1st of each year, of their projected costs, which are the subject of cost allocation, for the next fiscal year. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION: See Section No. 2.
- H. PROPERTY UPON TERMINATION: Title to all personal property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Any and all capital improvements to the Buildings shall become part of the respective building. Jointly acquired personal property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

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

DATED: 10/22/2013

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON



[Signature]
SHELLY O'QUINN, Chair

[Signature]
AL FRENCH, Vice Chair

[Signature]
TODD MIELKE, Commissioner

ATTEST:

[Signature]
Daniela Erickson, Clerk of the Board
13-0956

State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that SHELLY O'QUINN, AL FRENCH, and TODD MIELKE are the persons who appeared before me and they acknowledged that they signed the document, on oath stated that they were authorized to sign it and acknowledged it as the Commissioners of the COUNTY OF SPOKANE, a political subdivision, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

October 22, 2013
Date

[Signature]
Notary Public in and for Washington State
residing at Spokane

[SEAL OR STAMP]

My appointment expires 4/9/2014



DATED: 10/4/13

CITY OF SPOKANE:

By: David A. Condon

David A. Condon
Mayor
City of Spokane

Attest:
Lynn A. Pfeister
City Clerk

Approved as to form:
[Signature]
Assistant City Attorney



State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that David A. Condon and TERRI PFISTER, are the persons who appeared before me and they acknowledged that they signed the document, on oath stated that they were authorized to sign it and acknowledged it as the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

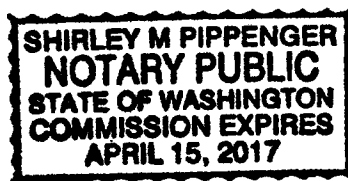
October 4, 2013
Date

[SEAL OR STAMP]

Shirley M. Pippenger
Notary Public in and for Washington State
residing at Spokane

My appointment expires 04-15-2017

Reviewed:
[Signature]
Spokane Municipal Court
Presiding Judge



ATTACHMENT "A"

SQUARE FOOTAGE

Spokane County Courthouse Annex*

All space occupied by the City Municipal Court in 2011 on the second floor including Courtroom D and related chambers/restroom consisting of 3,926 square feet. Additionally, the City is allocated 107 square feet in the basement for storage of municipal court parking tickets. (Total: 4,033 sq ft.)

Spokane County City Public Safety Building

Existing space occupied by the City Municipal Court Clerk's Office consisting of 2,461 square feet. Additionally, the City is allocated 155 square feet for a small storage closet. (Total: 2,616 sq. ft.)

Existing space occupied by the City Probation Department consisting of 1,392 square feet of City occupied probation space and 1,249 of shared probation space. (Total: 2,641 sq. ft.)

One half of existing space jointly used by the City Municipal Court and Spokane County District Court for a video room on the third floor. (Total space $526/2 = 263$) (Total: 263 sq. ft.)

One half of the existing shared space between the City Municipal Court Clerk's Office and the County District Court Office (Total space $753/2 = 376$). (Total: 376 sq. ft.)

***Note:** This Attachment only sets forth the City's individual square footage usage in the Buildings. The City will also be allocated costs associated with common and mechanical areas in the Buildings. Common areas include hallways, bathrooms, etc. Common areas will be allocated based on the percentage of space occupied by the City or County on any floor within a Building, exclusive of common areas. For example, if the City occupies 60% of the second floor of a building, exclusive of common areas, then the City will be allocated 60% of the common area costs on the second floor of the Building and the County will be allocated 40% of the common area costs on the second floor of the Building. Mechanical areas will be allocated based on building occupancy.

- 2,461 - City / Municipal Court
- 16,088 - City / All Other
- 2,536 - District Court
- 883 - Sheriff Grants
- 753 - Joint (Courts)
- 1,415 - Joint (shared)
- 5,481 - Prosecutor Criminal
- 3,486 - Sheriff Admin
- 910 - Sheriff Civil
- 170 - Sheriff Community Service
- 2,523 - Sheriff Major Crimes/RSO
- 160 - Sheriff OPS
- 357 - Sheriff Patrol
- 950 - Sheriff PCTF
- 175 - Sheriff PIO
- 18,913 - Common (hallways, etc.)

57,261 - TOTAL



SPOKANE COUNTY
WASHINGTON

REVISIONS

12/06/30	CADD Dwg. - E. CREATED
07/25/20	C. SHERAL REVIS ONE
01/02/21	C. SHERAL REVIS ONE
02/26/22	C. SHERAL REVIS ONE
09/15/22	C. SHERAL REVIS ONE - JPD/CATS

TITLE

PUBLIC SAFETY BUILDING
FIRST LEVEL FLOOR PLAN

GROSS SQ. FT.

57261.27

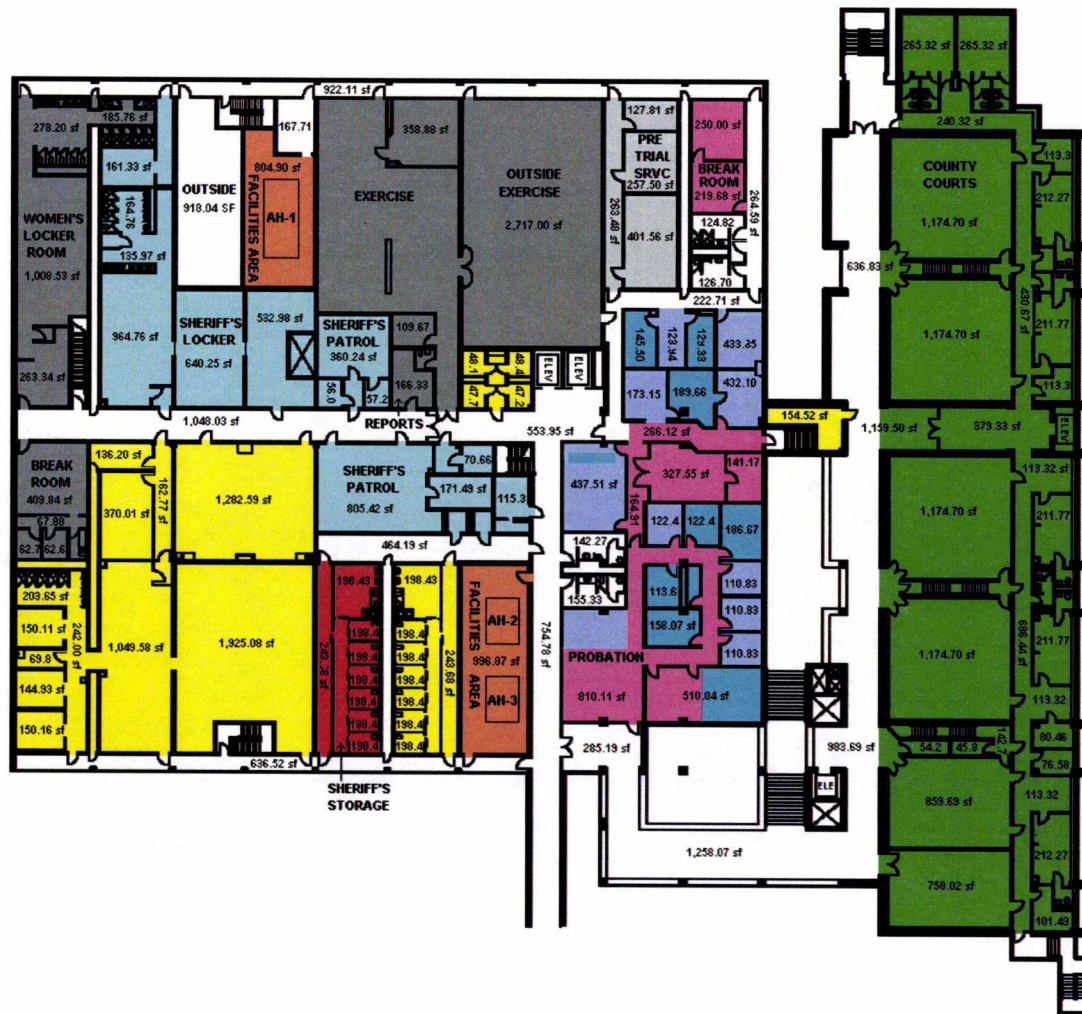
SCALE:

1/16"=1'-0"

DRAWING NO.

2 OF 4

- 6,582 - City
- 10,046 - District Court
- 7,550 - Joint (shared)
- 1,803 - Mechanical / Facilities
- 1,310 - Pretrial
- 1,392 - Probation - City
- 1,939 - Probation - County
- 2,498 - Probation - Shared
- 1,029 - Sheriff Major Crimes
- 4,287 - Sheriff Patrol (Unincorporated)
- 23,093 - Common (hallways, etc.)
- 61,529 - TOTAL**



SPOKANE COUNTY
WASHINGTON

REVISIONS	
12/06/20	CADD DWG FILE CREATED
01/03/21	GENERAL REVISIONS
01/22/21	ROOM NUMBERS ADDED

TITLE
**PUBLIC SAFETY BUILDING
SECOND LEVEL FLOOR PLAN**

GROSS SQ. FT.
61528.70

SCALE:
1/16"=1'-0"

DRAWING NO.
3 OF 4



- 6,081.00 - City
- 735.00 - District Court
- 6,514.00 - Forensics
- 1,910.00 - ISU
- 360.00 - Joint (shared)
- 13,300.00 - Joint Parking
- 10,021.61 - Mechanical / Facilities
- 550.00 - Sheriff Admin
- 460.00 - Sheriff Major Crimes
- 4,640.00 - Common (hallways, etc.)

44,571.61 - TOTAL



SPOKANE COUNTY
WASHINGTON

REVISIONS	
12/05/20	CADD DWG FILE CREATED
07/25/20	GENERAL REVISIONS
01/03/20	GENERAL REVISIONS
01/22/20	ROOM NUMBERS ADDED
09/15/19	GENERAL REVISIONS - UPDATES

TITLE
**PUBLIC SAFETY BUILDING
BASEMENT LEVEL FLOOR PLAN**

GROSS SQ. FT.

44571.61

SCALE:

1/16"=1'-0"

DRAWING NO.

1 OF **4**



April 29, 2011

* OPR 2011-0326

COUNCIL ACTION MEMORANDUM

RE: APRIL 25, 2011, CURRENT CONSENT AGENDA ITEMS

During its 3:30 p.m. Administrative Session held Monday, April 25, 2011, the Spokane City Council took the following action on the April 25, 2011, Current Consent Agenda items:

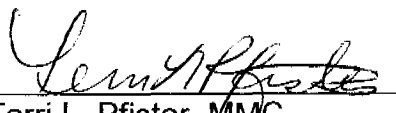
Motion by Council Member Corker, seconded by Council Member Rush, to approve Staff Recommendations for the following; **carried unanimously**:

1. (OPR 11-322—Contract with Scott C. Edminster, MD—was considered separately. See Council action below.)
2. Low Bid meeting specifications of Clyde West, Inc. (Spokane, WA) for one Volvo L70F 3.0 Cubic Yard Wheel Loader—\$112,725.59 (including tax.) (OPR 11-323; BID 3778-11)
3. Interlocal Agreement with Spokane County and Spokane County District Court for 2011 Municipal Court services per RCW 3.50—\$45,529.20 (\$38,074.26 salary/benefits plus \$7,454.94 indirect costs. (OPR 11-324)
4. Interlocal Agreement with Spokane County and Spokane County Superior Court for the sharing of 2011 jury management services for Spokane Municipal Court from January 1, 2011 through December 31, 2011—\$40,000. (OPR 11-325)
- ⑤ Interlocal Agreement with Spokane County for the 2011 lease of space at the Courthouse Complex for the City of Spokane Municipal Court and Probation Department—\$135,000. (OPR 11-326)
6. Agreement with Spokane County to pay for various items including salaries and supplies as agreed upon from October 4, 2010 to September 30, 2013. The City shall contribute \$90,043 to the County. (OPR 11-327)
7. Contract with Systems Research and Applications Corporation (Fairfax, VA) for GangNet and Investigation software maintenance

- services from March 21, 2011 through March 20, 2012—\$50,970.07. (OPR 11-328)
8. Amendment No. 2 to Agreement with Washington State Department of Ecology for Coordinated Prevention Grant funding for the 2010-2011 biennium—\$142,981 additional revenue. (OPR 10-48)
 9. Fifth Amendment to Lease with the Spokane Airport Board (Spokane, WA) for property for the Waste-to-Energy Facility from May 1, 2011 through April 30, 2016—increase of \$13,573.84 per year. (OPR 88-495)
 10. Fourth Amendment to Real Estate Purchase and Sale Agreement with Pioneer Human Services for the sale of Carlyle Care Center—sale price revised from \$3,456,000 to \$3,200,000. (OPR 10-917)
 11. Report of the Mayor of pending:
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through April 18, 2011, total \$3,656,053.72 (Warrant Nos. 425654-425995; ACH Payment Nos. 3481-3556), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$3,517,555.87. (CPR 11-02)
 - b. Payroll claims of previously approved obligations through April 16, 2011: \$5,752,062.37 (Warrant Nos. 478390-478824). (CPR 11-03)

Contract with Scott C. Edminster, MD, FACEP, PLLC (OPR 11-322; RFQ 3768-11) (taken separately)

Motion by Council Member McLaughlin, seconded by Council Member Waldref, to **defer** for one week (to May 2, 2011) the Contract with Scott C. Edminster, MD, FACEP, PLLC, to provide Physician Director Services to the Spokane Fire Department from May 1, 2011 through April 30, 2014—\$110,808 annually with annual adjustment; **carried unanimously.**


Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of*

04/25/2011

Date Rec'd
(Clerk use only)

04/13/2011

Clerk's File #

OPR 2011-0326

Renews #

Status: CLERK REVIEW

Submitting Dept*:

MUNICIPAL COURT

Cross Ref #

Contact Name & Phone*:

CINDY MARSHALL X4450

Project #

Contact E-Mail*

CSMARSHALL@SPOKANECITY.ORG

Bid #

Add'l Docs Attached? ☐

Contract Item

Requisition #

11493

Agenda Item Name: Begin with Dept # 0560 INTERLOCAL WITH SPOKANE COUNTY LEASE OF SPACE

Agenda Wording*: 91 character max) ☐ Additional attached?

2011 Interlocal Agreement with Spokane County for lease of space at the Courthouse Complex for the City of Spokane Municipal Court and Probation Department.

Summary (Background)*: 338 character max.) ☐ Additional attached?

The Spokane Municipal Court and Spokane Probation Department are located in the Spokane County Courthouse Complex. This lease covers the space rental for 2011.

Fiscal Impact

Budget Account ☐ Additional attached?

Expense \$ 125,000

0560-13100-12500-55104

Expense \$ 10,000

0690-16100-23300-55104

Select \$

#

Select \$

#

Approvals

Council Notifications (Date)

Dept Head MARSHALL, CINDY S.

Study Session

Division Director LOGAN, MARY

Other

Finance LESESNE, MICHELE

Distribution List (Emails preferred) ☐ Additional?

Legal BURNS, BARBARA

csmarshall@spokanecity.org

For the Mayor WEBSTER, DOROTHY

dmcbride@spokanecity.org

Additional Approvals

mlesesne@spokanecity.org

Purchasing

Spokane County Commissioners

Select Dept 1

vpeterson@spokanecountry.org

Select Dept 2

Select Dept 3

Save

Cancel

View Related Documents

11-0532

Return to:

Daniela Erickson
Clerk of the Board of County Commissioners
1116 West Broadway Avenue
Spokane, Washington 99260

RECEIVED
06-17-2011
CITY CLERK'S OFFICE
SPOKANE, WA

**INTERLOCAL AGREEMENT
WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE
(January 1, 2011-December 31, 2011)**

THIS 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, Spokane, Washington 99260, hereinafter referred to as the "**County**," and CITY OF SPOKANE, a municipal corporation, 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**."

WITNESSETH:

WHEREAS, 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; and

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

WHEREAS, construction of the Spokane County City Public Safety Building was financed by County and City taxpayers for the Parties' joint uses and the Parties continue to jointly share in the building's maintenance and operation costs; and

WHEREAS, Spokane County is the owner of (i) the Spokane County-City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington 99260, and (ii) the Spokane County Courthouse Annex located at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter jointly referred to as the "**Buildings**"; and

WHEREAS, the Buildings are occupied and used by various County and City departments;
and

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WHEREAS, the Parties desire to enter into an interlocal agreement whereby they reduce to writing the terms and conditions under which the City can occupy space within the Buildings in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department.

NOW THEREFORE, the Parties agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Interlocal Agreement (the "Agreement") is for the County and City to set forth their understandings as to sharing of costs for each Parties' respective use of the below Buildings (the "Buildings") owned by the County for City Municipal Court (including Clerks Office) and Probation purposes.

The Buildings and their addresses are:

Spokane County-City Public Safety Building
1100 West 1100 Mallon Avenue
Spokane, Washington

Spokane County Courthouse Annex
1116 West Broadway Avenue
Spokane, Washington

SECTION NO. 2: TERM / TERMINATION

- A. This Agreement shall commence January 1, 2011 and run through December 31, 2011. The Agreement may be renewed upon mutual agreement of the Parties for an additional one (1) year term. The City shall give written notice of its desire to renew on or before September 31, 2011.
- B. Neither Party may early terminate this Agreement during the initial term or any renewal except for non-payment of monies due. The County shall provide sixty (60) days of notice of default to the City prior to any termination, in which period the City may make whole any sums owing the County.
- C. The Parties acknowledge that their individual and joint occupancies of the Building can by mutual agreement change as of January 1st in the event of a renewal.

SECTION NO. 3: COUNTY MAINTENANCE / OPERATION OBLIGATIONS

The County shall provide all operation/maintenance and security for the Buildings.

For the purpose of this Agreement, the terminology "operation/maintenance" shall mean keeping the Buildings in good and sufficient state of repair and condition, both inside and outside,

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including, without limitation all structural and non-structural components, HVAC systems and related equipment, all electrical wiring and fixtures, all elevators, all plumbing and waste facilities, all windows, overhead doors, docks and appurtenances, within or attached to the Buildings, all sidewalks, roofs, driveways, ramps, parking areas, fire sprinkler systems, irrigation systems and foundations. This obligation shall require the County to provide regularly scheduled and preventative maintenance to the electrical, plumbing, elevator and HVAC systems of the Buildings, including such items as filter changing, oiling, and usual minor adjustments as suggested in the manufacturer's warranty recommendations. The terminology shall include providing utility services to the Buildings, including but not limited to those for sewer, water, gas, electricity, telephone, heat, and refuse service as well as janitorial service. It shall also include obtaining and paying the premium for fire insurance as provided in Section No. 11.

For the purpose of this Agreement, the terminology "security" shall mean personnel and/or equipment as may be required by the Courts and/or the Board of County Commissioners as a result of statutes or security needs identified by the Spokane County Sheriff and/or Board of County Commissioners. The County Sheriff shall discuss in advance with the City Administrator any planned security changes prior to their implementation.

SECTION NO. 4: COST-SHARING UNDER

A. Determination of square footage usage for individual and joint use areas.

The 2010 analysis of the square footage usage by the Parties for individual and joint use areas in the Buildings is shown in the attached Attachment "A". Attachment "A" will be updated as of January 1st in the event this Agreement is renewed. The individual and joint use calculations established as of January 1st of each calendar year shall apply for the entire year regardless of a change in the usage by either Party during the calendar year. The Parties understand and agree that the County will make available for the City the following space in the Buildings:

1. all space occupied by the City Municipal Court in 2010 on the second floor, including Courtroom D and related chambers/restroom, in the Spokane County Courthouse Annex. NOTE: The City may conduct weekend dockets in the Spokane County Courthouse Annex space as set forth in Attachment "A". City will be solely responsible for making appropriate arrangements and incurring all costs associated with security personnel necessary at the entrance to the Courthouse Annex for such weekend docket(s). Such arrangements shall be made through the security firm providing security services to the County for the Courthouse Annex during the work week. County will be responsible for taking appropriate actions to insure that the doors on the 2nd, 3rd and 4th floors of the Courthouse Annex can be locked and are locked during City Municipal Court weekend dockets so that the public accessing the Courthouse Annex for the weekend dockets and taking the steps or elevator in the Courthouse Annex cannot enter the main Courthouse.

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2. the same space that the City Clerks Office occupied on the first floor of the Spokane County-City Public Safety Building in 2010, and
3. the same space which the City Probation Department occupied on the second floor of the Spokane County-City Public Safety Building in 2010.

Any dispute as to the individual or joint use square footage allocations shall be referred to the City Administrator and County Chief Executive Officer for resolution. In the event they are unable to resolve the dispute, it shall be submitted to an arbitrator jointly selected by the Parties, or in the event that the Parties cannot jointly agree on an arbitrator, each Party shall nominate two (2) names. After a flip of the coin, each Party shall delete one name from the list until only one name is left. The decision of the arbitrator shall be final and binding on the Parties. Any cost of the arbitrator shall be jointly split.

B. Sharing of costs for individual and joint use areas other than joint use equipment or office alterations in joint use area

Based on the square footage usage by the Parties for individual and joint use areas in the Buildings for each calendar year, the following actual annual expenses shall be allocated:

1. Operation/maintenance costs of the Buildings.
 - a. Maintenance/operation costs include the indirect costs calculated in the County Cost Allocation Plan as well as direct costs including but not limited to items such as (i) building(s) insurance, (ii) steam plant depreciation, and (iii) depreciation of improvements.
 - b. The indirect costs shall be charged by utilizing the costs as allocated to the respective Buildings in the County Cost Allocation Plan prepared by the County's third party consultant.
 - c. The direct costs as referenced above shall be determined by the County, not a third party consultant.
2. Planned capital improvements and/or major maintenance costs.
 - a. The County Chief Executive Officer shall discuss with the City Administrator by September 1st of each calendar year this Agreement is in effect the planned capital improvements and/or major maintenance costs for the Buildings regardless of the cost for the following year. In the event the Parties do not agree on the proposed planned capital improvements and/or major maintenance costs, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A.

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- b. All costs of planned capital improvements and/or major maintenance costs shall be amortized. The Parties shall jointly agree upon an amortization schedule for each planned capital improvement or major maintenance item. In the event the Parties can not agree on an amortization schedule, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A. The amortization schedule shall spread the County's and City's share of the planned capital improvement equally over the established time frame. The amortization schedule may extend beyond the term of this Agreement.
- 3. Unanticipated emergency capital expenses and/or maintenance costs in excess of \$100,000.
 - a. The County Chief Executive Officer shall discuss with the City Administrator as soon as possible of any unanticipated emergency capital improvements and/or maintenance expenditure in excess of \$100,000 total cost. In the event the Parties do not agree on the unanticipated emergency capital improvements and/or maintenance costs in excess of \$100,000, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A.
 - b. All costs of unanticipated capital improvements and/or maintenance costs shall be amortized. The Parties shall jointly agree upon an amortization schedule for each unanticipated capital improvement or maintenance item. In the event the Parties can not agree on an amortization schedule, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A. The amortization schedule shall spread the County's and City's share of the unexpected emergency capital improvement equally over the established time frame. The amortization schedule may extend beyond the term of this agreement.

C. Security Costs (Buildings and Exterior)

- 1. Building Security Costs. Annual building security costs shall be calculated separately for each building to include the Spokane County Courthouse, Spokane County Courthouse Annex, Spokane County Public Safety Building, Broadway Center Building, Juvenile Court Building and Valley Precinct Building. The separate annual building security costs shall then be allocated among/between the courts occupying each individual building based on each court's square footage of occupancy in each building. For the purpose of this provision the terminology court shall mean Spokane County District Court, Spokane County Superior Court and City Municipal Court.

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2. Exterior Security Costs. Annual exterior building security costs shall be calculated. The annual costs shall then be allocated among the Spokane County Courthouse, Spokane County Courthouse Annex, and Spokane County Public Safety Building based on the court's square footage of occupancy in each building. For the purpose of this provision the terminology court shall mean Spokane County District Court, Spokane County Superior Court and City Municipal Court.

D. Cost-sharing for joint use equipment or office alterations for a joint use area.

The cost of joint use equipment or office alterations for a joint use area in any of the Buildings shall be subject to cost apportionment as the Parties may mutually agree and shall be included as a reimbursable item as set forth in Section No. 5. Provided, however, each Party will be solely responsible for paying directly to the vendor its cost apportionment share for any joint use equipment or office alterations for a joint use area in any of the Buildings having a total cost of TEN THOUSAND DOLLARS (\$10,000) or more. No piece of joint use equipment or office alteration for a joint use area shall be acquired or made until the Parties have met and agreed to its cost apportionment. The Parties agree to meet within five (5) working days of a written request from one Party to the other and resolve the cost apportionment of such joint use equipment or office alterations.

E. Cost-sharing for non-joint use equipment purchases and non-joint use office alterations.

The cost of non-joint use equipment purchases or non-joint use office alterations for individual areas within any of the Buildings shall be the sole financial responsibility of the individual Party. The City shall request approval from the appropriate County representative for any office alterations.

SECTION NO. 5: RECONCILIATION / PAYMENT

- A. The County will maintain complete yearly records of all actual maintenance/operation and security expenditures, planned and unanticipated capital expenditures, and joint use equipment and joint use office alterations for the Buildings. On or before March 31st of each year this Agreement is in effect and the June 30th of the year thereafter, the County will allocate the previous years actual costs between the Parties based on the square footage calculations and the cost sharing allocations in Section No. 4. The resulting figure will be the total amount that the City owes the County for its proportionate share of the costs for the previous year. Provide, however, the Parties understand that in the even the Agreement is renewed for an additional one (1) year time frame, in lieu of the allocation of actual maintenance/operation costs, the County may opt to use the Building Owners and Managers Association (BOMA) rate as set forth in Section No. 2 (A).
- B. The final amount owing by the City to the County shall be paid within thirty (30) calendar days of the reconciliation. Any amount not paid when due shall bear interest at a rate equal to lost interest earning had the money been timely paid and invested in the Spokane County

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Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding months. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

SECTION NO. 6: RECORDS

- A. The County shall keep a detailed and accurate record of all costs. The records shall be made available for audit at any time, Monday through Friday during normal County business hours by the City or its duly authorized representatives.
- B. The County shall make available to the City or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the County shall have kept in conjunction with this Agreement and which the City may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement.
- C. The County shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement.

SECTION NO. 7: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

SECTION NO. 8: LIABILITY

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 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.

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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. 9: NOTICES

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

CITY:

Mayor or 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

COUNTY:

Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

SECTION NO. 10: RISK MANAGER

Each Party's Risk Manager or designees may inspect those areas under each other's control within the Buildings to determine whether or not any safety devices or safeguards are required in the areas to meet applicable laws. The Risk Manager and/or designee shall give advance notice to the County Chief Executive Officer or the City Administrator of any inspection. Inspection(s) will be

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carried out pursuant to such limitations as may be necessary to protect the security of the area that is the subject of inspection.

SECTION NO. 11: INSURANCE

- A. **Fire Insurance.** The County shall carry fire insurance covering the Buildings. The City shall carry fire insurance for any contents or personal property that it owns and/or uses in conjunction with space occupied in the Buildings. The County fire insurance policy has a \$25,000.00 deductible. The City shall pay this deductible when its sole negligence gives rise to a fire, causing damage in any portion of the Buildings. In the event the City is comparatively negligent, its proportionate share of the deductible shall be equal to its comparative negligence as determined by an independent arbitrator mutually selected by the Parties.
- B. **Mutual Waivers of Subrogation.** To the extent it is lawful to do so, the Parties expressly waive and release any cause of action or right of recovery which the Party may have against the other Party for any loss or damages to the Buildings, or to its contents, caused by fire, explosion or other peril covered by insurance.
- C. **Liability Insurance.** The County shall carry General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage on the Buildings. The County will pay any and all self-insured retention (SIR) under such coverage.
- D. 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.

SECTION NO. 12: ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

SECTION NO. 13: 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. 14: NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

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SECTION NO. 15: 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.

SECTION NO. 16: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington. 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 of its provisions, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 17: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same term or other rights of that Party in the future.
- B. **ENTIRE AGREEMENT:** 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 modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- C. **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.
- D. **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.
- E. **SEVERABILITY:** 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.

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SECTION NO. 18: SUPERSEDE

This Agreement supersedes all previous agreements executed between the Parties including that executed under Spokane County Resolution No. 08-1116 entitled "INTERLOCAL AGREEMENT WITH REGARD TO MUNICIPAL COURT / PROBATION SPACE (January 1, 2009-December 31, 2009)" and that executed under Spokane County Resolution No. 10-0321 entitled "RENEWAL OF INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2010-December 31, 2010).

SECTION NO. 19: RCW 39.34 REQUIRED CLAUSES

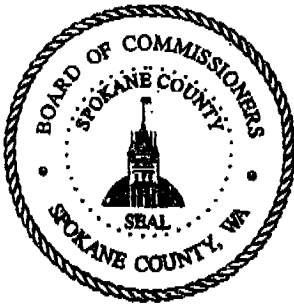
- A. PURPOSE: See Section No. 1.
- B. DURATION: See Section No. 2.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.
- E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: The County Chief Executive Officer and the City Administrator shall inform each other, on or before September 1st of each year, of their projected costs, which are the subject of cost allocation, for the next fiscal year. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION: See Section No. 2.
- H. PROPERTY UPON TERMINATION: Title to all personal property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Any and all capital improvements to the Buildings shall become part of the respective building. Jointly acquired personal property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

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

(This space intentionally left blank.)

DATED: 6/14/2011

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON



Al French
AL FRENCH, Chair

Todd Mielke
TODD MIELKE, Vice Chair

Mark Richard
MARK RICHARD, Commissioner

ATTEST:

Daniela Erickson
Daniela Erickson, Clerk of the Board
11-0532

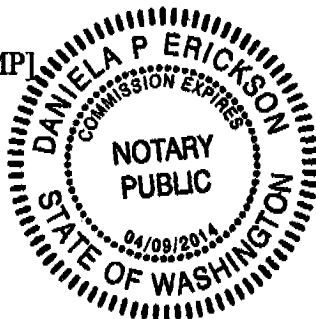
State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that AL FRENCH, MARK RICHARD, and TODD MIELKE are the persons who appeared before me and they acknowledged that they signed the document, on oath stated that they were authorized to sign it and acknowledged it as the Commissioners of the COUNTY OF SPOKANE, a political subdivision, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

June 14, 2011
Date

Daniela P. Erickson
Notary Public in and for Washington State
residing at Spokane

[SEAL OR STAMP]



My appointment expires 4/9/2014

11-0532

DATED:

May 20, 2011

CITY OF SPOKANE:

By:

[Signature]
City Administrator

Attest:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney



State of Washington)

) ss.

County of Spokane)

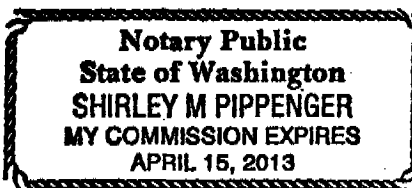
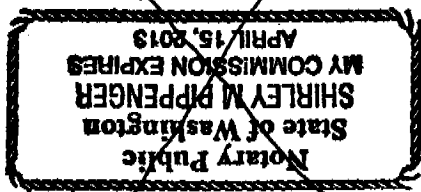
I certify that I know or have satisfactory evidence that Thomas E. Dane K, Jr. and Terri L Pfister are the persons who appeared before me and he acknowledged that he/she signed the document, on oath stated that they were authorized to sign it and acknowledged it as the City Administrator and City Clerk of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

05/20/11
Date

[SEAL OR STAMP]

[Signature]
Notary Public in and for Washington State
residing at Spokane

My appointment expires 04.15.2013



11-0532

ATTACHMENT "A"

SQUARE FOOTAGE

Spokane County Courthouse Annex*

All space occupied by the City Municipal Court in 2010 on the second floor including Courtroom D and related chambers/restroom consisting of 3,926 square feet. Additionally, the City is allocated 107 square feet in the basement for storage of municipal court parking tickets. (Total: 4,033

sq ft.)

Spokane County City Public Safety Building

Existing space occupied by the City Municipal Court Clerk's Office consisting of 2,710 square feet. Additionally, the City is allocated 150 square feet for a small storage closet. (Total: 2,860)

Existing space occupied by the City Probation Department consisting of 3,801 square feet. (Total: 3,801)

***Note:** This Attachment only sets forth the City's individual square footage usage in the Buildings. The City will also be allocated costs associated with common areas in the Buildings. Common areas include hallways, bathrooms, etc. Common areas will be allocated based on the percentage of space occupied by the City or County on any floor within a Building, exclusive of common areas. For example, if the City occupies 60% of the second floor of a building, exclusive of common areas, then the City will be allocated 60% of the common area costs on the second floor of the Building and the County will be allocated 40% of the common area costs on the second floor of the Building.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

RECEIVED

JUN 17 2011

CITY CLERK'S OFFICE
SPOKANE, WA

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT WITH THE CITY OF)
SPOKANE WITH REGARD TO CITY MUNICIPAL)
COURT AND PROBATION SPACE [January 1,)
2011-December 31, 2011])

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, hereinafter sometimes 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 (Interlocal Cooperation Act), counties and cities may contract with each other to perform certain functions which each may legally perform; and

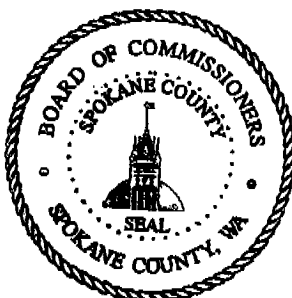
WHEREAS, Spokane County is the owner of (i) the Spokane County-City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington 99260, and (ii) the Spokane County Courthouse Annex, located at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter jointly referred to as the "Buildings"; and

WHEREAS, the "Buildings" are occupied and used by various County and City of Spokane Departments; and

WHEREAS, the County of Spokane and City of Spokane desire to enter into an interlocal agreement whereby they reduce to writing the terms and conditions under which the City can occupy space within the "Buildings" in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department for a one (1) year time frame commencing January 1, 2011 and terminating December 31, 2011.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6) and chapter 39.34 RCW, 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 WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2011-December 31, 2011)" pursuant to which under certain terms and conditions the City can occupy space within the "Buildings" in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department for a one (1) year time frame commencing January 1, 2011 and terminating December 31, 2011.

PASSED AND ADOPTED this 14th day of June, 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

04/19/10

AGENDA SHEET FOR COUNCIL MEETING OF: March 15, 2010

RECEIVED
MAR 04 2010
CITY CLERK'S OFFICE
SPOKANE, WA
AgSht 12.14.2007
SPOKANE

Submitting Dept.
Municipal Court

Contact Person/Phone No.
Cindy Marshall 625-4450

Council Sponsor
Public Safety Committee

ADMINISTRATIVE SESSION

- x Contract
- o Report
- o Claims

LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- x Public Safety
- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2010-0181

OPR 2009-0225

CR 10527

STANDING COMMITTEES

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev
- x Public Safety 12/21/09
- o Public Works

Neighborhood/Commission/Committee Notified:

Action Taken:

AGENDA

WORDING:

(If contract, include the term.)

2010 Interlocal Agreement with Spokane County for lease of space at the courthouse complex for the City of Spokane Municipal Court and Probation Department. - \$160,000

BACKGROUND:

(Attach additional sheet if necessary)

The City of Spokane Municipal Court and Probation Department are located in the Spokane County courthouse complex. This lease covers the space rental for 2010.

RECOMMENDATION: Approve

Fiscal Impact: o N/A

Budget Account: o N/A

- x Expenditure: \$ 125,000
- \$ 35,000
- o Revenue: \$
- o Budget Neutral

0560 13100 12500 55104
0690 16100 23300 55104

ATTACHMENTS: Include in Packets: Interlocal Agreement

On file for Review in Office of City Clerk:

SIGNATURES:

Department Head

Division Director/Presiding Judge

Finance

Legal

For the Mayor

Council President

DISTRIBUTION: Contract Accounting

Municipal Court: C. Marshall
Probation: D. McBride
Spokane County Commissioners

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:

March 15, 2010
CITY CLERK

**RENEWAL OF INTERLOCAL AGREEMENT
WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE
(January 1, 2010-December 31, 2010)**

THIS RENEWAL 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, Spokane, Washington 99260, hereinafter referred to as the "**County**," and CITY OF SPOKANE, a municipal corporation, 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**."

W I T N E S S E T H:

WHEREAS, 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; and

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

WHEREAS, pursuant to the above referenced provisions, the City of Spokane and Spokane County entered into an agreement entitled 'INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2009-December 31, 2009) (The "Agreement") wherein the parties reduce to writing the terms and conditions under which the City of Spokane occupied space within the Spokane County-City Public Safety Building, Spokane County Courthouse Annex and Broadway Center Building in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department; and

WHEREAS, Section No. 2 Term / Termination within the Agreement provides in material part as follows:

SECTION NO. 2: TERM / TERMINATION

A. This Agreement shall commence January 1, 2009 and run through December 31, 2009. The Agreement may be renewed upon mutual agreement of the Parties for an additional one (1) year term. The City shall give written notice of its desire to renew on or before September 31, 2009. ...

WHEREAS, consistent with Section No. 2 Term / Termination of the Agreement, the City notified the County of its desire to renew the Agreement for the additional term of one year commencing January 1, 2010 and terminating December 31, 2010 . Additionally, the City and County, after consultation with the Spokane County District Court and City of Spokane Municipal Court have agreed that the space to be occupied by the City for the renewal term would be only in the Spokane County Courthouse Annex and Spokane County-City Public Safety Building, not in the Broadway Center Building; and

WHEREAS, the County and City desire to reduce to writing their renewal of the Agreement for the additional term of January 1, 2010 through December 31, 2010 with the understanding that the space to be occupied by the City for the renewal term would be only in the Spokane County Courthouse Annex and Spokane County-City Public Safety Building, not in the Broadway Center Building

NOW THEREFORE, as provided for in Section No. 2 Term / Termination of that document executed between the Parties and termed "INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2009-December 31, 2009) (the "Agreement"), the Parties do:

(1) Renew the Agreement for an additional term commencing on January 1, 2010 and terminating December 31, 2010, subject to all terms and conditions within the Agreement except as provided for in paragraph (2) and paragraph (3) hereinafter.

(2) Allow the City to conduct weekend dockets in the Spokane County Courthouse Annex space as set forth in Attachment "A". City will be solely responsible for making appropriate arrangements and incurring all costs associated with security personnel necessary at the entrance to the Courthouse Annex for such weekend docket(s). Such arrangements shall be made through the security firm providing security services to the County for the Courthouse Annex during the work week. County will be responsible for taking appropriate actions to insure that the doors on the 2nd, 3rd and 4th floors of the Courthouse Annex can be locked and are locked during City Municipal Court weekend dockets so that the public accessing the Courthouse Annex for the weekend dockets and taking the steps or elevator in the Courthouse Annex cannot enter the main Courthouse.

(3) Modify Attachment "A" to the Agreement, as provided for hereinafter, to reflect the Parties agreement as to the space with the City will occupy for the renewal term in the Buildings.

(Underlined language added for renewal period, lined out language deleted for renewal period.)

ATTACHMENT "A"

SQUARE FOOTAGE

Spokane County Courthouse Annex *

All space occupied by the City Municipal Court ~~Spokane County District Court~~ in 2008 2009 on the second floor ~~except for including~~ Courtroom D and related chambers/restroom consisting of 3,326 sq ft. ~~Provided, the City agrees to allow the County District Court to use the jury assembly room on the second floor as needed.~~ Additionally, the City is allocated 107 sq ft of common space to include hallways and waiting areas. (Total: ~~3,433~~ 6,759 sq ft.)

Broadway Center Building

Courtroom 203 consisting of 996 sq ft. (Total: 1276 sq ft.)

Spokane County City Public Safety Building

Existing space occupied by the City Municipal Court Clerk's Office consisting of 2,710 square feet. Additionally, the City is allocated 150 square feet for a small storage closet. (Total: 2,860 sq. ft.)

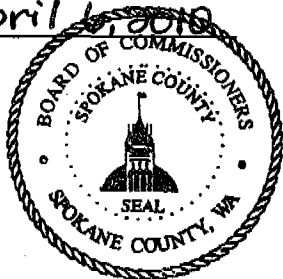
Existing space occupied by the City Probation Department consisting of 3,801 square feet. (Total: 3,801 sq. ft.)

10-0321

*Note: This Attachment only sets forth the City's individual square footage usage in the Buildings. The City will also be allocated costs associated with common areas in the Buildings. Common areas include hallways, bathrooms, etc. Common areas will be allocated based on the percentage of space occupied by the City or County on any floor within a Building, exclusive of common areas. For example, if the City occupies 60% of the second floor of a building, exclusive of common areas, then the City will be allocated 60% of the common area costs on the second floor of the Building and the County will be allocated 40% of the common area costs on the second floor of the Building.

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


DATED: April 6, 2010




BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY WASHINGTON


MARK RICHARD, Chair


BONNIE MAGER, Vice Chair


TODD MIELKE, Commissioner

ATTEST:

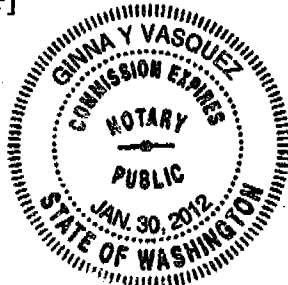

Daniela Erickson, Clerk of the Board

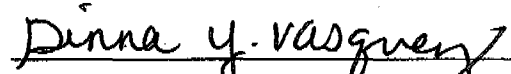
State of Washington)
County of Spokane) ss.

I certify that I know or have satisfactory evidence that TODD MIELKE, MARK RICHARD and BONNIE MAGER are the persons who appeared before me and they acknowledged that they signed the document, on oath stated that they were authorized to sign it and acknowledged it as the Commissioners of the COUNTY OF SPOKANE, a political subdivision, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

April 6, 2010
Date

[SEAL OR STAMP]




Notary Public in and for Washington State
residing at Spokane

My appointment expires 1-30-12

NO. 10-0321

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A)
RENEWAL OF INTERLOCAL AGREEMENT)
WITH REGARD TO CITY MUNICIPAL)
COURT / PROBATION SPACE (January 1,)
2010-December 31, 2010))

RESOLUTION

WHEREAS, 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; and

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

WHEREAS, pursuant to the above referenced provisions, the City of Spokane and Spokane County entered into an agreement entitled "INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2009-December 31, 2009)" (The "Agreement") wherein the parties reduce to writing the terms and conditions under which the City of Spokane occupied space within the Spokane County-City Public Safety Building, Spokane County Courthouse Annex and Broadway Center Building in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department; and

WHEREAS, consistent with Section No. 2 Term / Termination of the Agreement, the City notified the County of its desire to renew the Agreement for the additional term of one year commencing January 1, 2010 and terminating December 31, 2010 . Additionally, the City and County, after consultation with the Spokane County District Court and City of Spokane Municipal Court agreed that the space to be occupied by the City for the renewal term would be only in the Spokane County Courthouse Annex and Spokane County-City Public Safety Building, not in the Broadway Center Building; and

WHEREAS, the County and City desire to reduce to writing their renewal of the Agreement for the additional term of January 1, 2010 through December 31, 2010 with the understanding that the space to be occupied by the City for the renewal term would be only in the Spokane County Courthouse Annex and Spokane County-City Public Safety Building, not in the Broadway Center Building.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6) and chapter 39.34 RCW, that either the chairman of the Board or a majority of the Board be and is hereby authorized to executed that document entitled "INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2010-December 31, 2010)" (the "Agreement")

10-0321

pursuant to which the City of Spokane, Spokane County District Court and County of Spokane will reduce to writing their renewal of the Agreement for the additional term of January 1, 2010 through December 31, 2010 with the understanding that the space to be occupied by the City for the renewal term would be only in the Spokane County Courthouse Annex and Spokane County-City Public Safety Building, not in the Broadway Center Building.

PASSED AND ADOPTED this 6th day of April, 2010.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

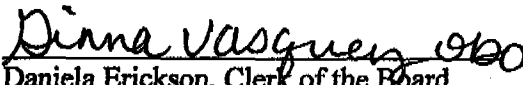


ATTEST:


MARK RICHARD, Chair


BONNIE MAGER, Vice-Chair


TODD MIELKE, Commissioner


Daniela Erickson, Clerk of the Board
10-0321

AGENDA SHEET FOR COUNCIL MEETING OF:

RECEIVED

MAR 12 2009

CITY CLERK'S OFFICE
SPOKANE, WA



Submitting Dept.
Municipal Court

Contact Person/Phone No.
Cindy Marshall / 4450

Council Sponsor
Public Safety

ADMINISTRATIVE SESSION

- x Contract
- o Report
- o Claims

LEGISLATIVE SESSION

- o Emergency Ord
- o Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- x Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

OPR 2009-0225

M- CR9559/P CR9560

Neighborhood/Commission/Committee Notified:

Action Taken:

STANDING COMMITTEES

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev

o Public Safety

o Public Works

AGENDA

WORDING:

(If contract, include the term.)

2009 Interlocal Agreement with Spokane County for lease of space at the Courthouse Complex for the City of Spokane Municipal Court and Probation Department

BACKGROUND:

(Attach additional sheet if necessary)

The City of Spokane Municipal Court and Probation Departments are located in the Spokane County Courthouse Complex. This lease covers the space rental for 2009.

RECOMMENDATION: Approve

Fiscal Impact: o N/A

Budget Account: o N/A

x Expenditure: \$125,000
35,000

#0560-13100-12500-55104
#0690-16100-23300-55104

o Revenue: \$
o Budget Neutral

ATTACHMENTS: Include in Packets: Interlocal Agreement

On file for Review in Office of City Clerk:

SIGNATURES:

[Signature]
Department Head - Municipal Court

Division Director

Finance MKL

[Signature]
Department Head - Probation

For the Mayor

Council President

Legal

DISTRIBUTION: Municipal Court - C. Marshall Probation - D. McBride

Contract Accounting - M. Lesesne

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:

[Signature]
CITY CLERK

Return to: Daniela Erickson
Clerk of the Board of County Commissioners
1116 West Broadway Avenue
Spokane, Washington 99260

**INTERLOCAL AGREEMENT
WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE
(January 1, 2009-December 31, 2009)**

THIS 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, Spokane, Washington 99260, hereinafter referred to as the "**County**," and CITY OF SPOKANE, a municipal corporation, 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**."

WITNESSETH:

WHEREAS, 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; and

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

WHEREAS, construction of the Spokane County City Public Safety Building was financed by County and City taxpayers for the Parties' joint uses and the Parties continue to jointly share in the building's maintenance and operation costs; and

WHEREAS, Spokane County is the owner of (i) the Spokane County-City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington 99260, (ii) the Spokane County Courthouse Annex located at 1116 West Broadway Avenue, Spokane, Washington 99260, and (iii) the Broadway Center Building, located at 721 North Jefferson Street, Spokane, Washington 99260, hereinafter jointly referred to as the "**Buildings**"; and

WHEREAS, the Buildings are occupied and used by various County and City departments;
and

WHEREAS, the Parties desire to enter into an interlocal agreement whereby they reduce to writing the terms and conditions under which the City can occupy space within the Buildings in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department.

NOW THEREFORE, the Parties agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Interlocal Agreement (the "Agreement") is for the County and City to set forth their understandings as to sharing of costs for each Parties' respective use of the below Buildings (the "Buildings") owned by the County for City Municipal Court (including Clerks Office) and Probation purposes.

The Buildings and their addresses are:

Spokane County-City Public Safety Building
1100 West 1100 Mallon Avenue
Spokane, Washington

Spokane County Courthouse Annex
1116 West Broadway Avenue
Spokane, Washington

Broadway Center Building
721 North Jefferson Street
Spokane, Washington

SECTION NO. 2: TERM / TERMINATION

- A. This Agreement shall commence January 1, 2009 and run through December 31, 2009. The Agreement may be renewed upon mutual agreement of the Parties for an additional one (1) year term. The City shall give written notice of its desire to renew on or before September 31, 2009.
- B. Neither Party may early terminate this Agreement during the initial term except for non-payment of monies due. The County shall provide sixty (60) days notice of default to the City prior to any termination, in which period the City may make whole any sums owing the County. In the event of renewal upon mutual agreement of the Parties as provided for in (A) above, the Parties agree that the renewal will provide that (1) the City shall have the right to terminate for any reason whatsoever on ninety (90) days written notice to the County, and (2) the County shall have the right to terminate on non-payment of monies due. Provided, the County shall give the City sixty (60) days notice of such non-payment prior to any termination during which period if the City makes whole all sums owing to the County the notice of termination shall be null and void.

- C. The Parties acknowledge that their individual and joint occupancies of the Building can by mutual agreement change as of January 1st in the event of a renewal.

SECTION NO. 3: COUNTY MAINTENANCE / OPERATION OBLIGATIONS

The County shall provide all operation/maintenance and security for the Buildings.

For the purpose of this Agreement, the terminology "operation/maintenance" shall mean keeping the Buildings in good and sufficient state of repair and condition, both inside and outside, including, without limitation all structural and non-structural components, HVAC systems and related equipment, all electrical wiring and fixtures, all elevators, all plumbing and waste facilities, all windows, overhead doors, docks and appurtenances, within or attached to the Buildings, all sidewalks, roofs, driveways, ramps, parking areas, fire sprinkler systems, irrigation systems and foundations. This obligation shall require the County to provide regularly scheduled and preventative maintenance to the electrical, plumbing, elevator and HVAC systems of the Buildings, including such items as filter changing, oiling, and usual minor adjustments as suggested in the manufacturer's warranty recommendations. The terminology shall include providing utility services to the Buildings, including but not limited to those for sewer, water, gas, electricity, telephone, heat, and refuse service as well as janitorial service. It shall also include obtaining and paying the premium for fire insurance as provided in Section No. 11.

For the purpose of this Agreement, the terminology "security" shall mean personnel and/or equipment as may be required by the Courts and/or the Board of County Commissioners as a result of statutes or security needs identified by the Spokane County Sheriff and/or Board of County Commissioners. The County Sheriff shall discuss in advance with the City Administrator any planned security changes prior to their implementation.

SECTION NO. 4: COST-SHARING

A. Determination of square footage usage

The 2009 analysis of the square footage usage by the Parties in the Buildings is shown in the attached Attachment "A". Attachment "A" will be updated as of January 1st in the event this Agreement is renewed. The square footage usage established as of January 1st of each calendar year shall apply for the entire year regardless of a change in the usage by either Party during the calendar year. The Parties understand and agree that the County will make available for the City the following space in the Buildings:

- i. all space occupied by the Spokane County District Court in 2008 on the second floor of the Spokane County Courthouse Annex, *except* for Courtroom D and related chambers/restroom. Provided the City agrees to allow the Spokane County District Court to use the jury assembly room on as needed basis. Additionally, the City is allocated space in the basement for storage of city municipal court parking tickets.

- ii. Courtroom 203 in the Broadway Center Building which consists of a court room / chamber.
- iii. the same space that the City Clerks Office occupied on the first floor of the Spokane County-City Public Safety Building in 2008. Additionally the City is allocated a small storage closet, and
- iv. the same space which the City Probation Department occupied on the second floor of the Spokane County-City Public Safety Building in 2008.

Any dispute as to the square footage allocations shall be referred to the City Administrator and County Chief Executive Officer for resolution. In the event they are unable to resolve the dispute, it shall be submitted to an arbitrator jointly selected by the Parties, or in the event that the Parties cannot jointly agree on an arbitrator, each Party shall nominate two (2) names. After a flip of the coin, each Party shall delete one name from the list until only one name is left. The decision of the arbitrator shall be final and binding on the Parties. Any cost of the arbitrator shall be jointly split.

B. Sharing of costs for individual and joint use areas other than joint use equipment or office alterations in joint use area

Based on the square footage usage by the Parties in the Buildings for each calendar year, the following actual annual expenses shall be allocated:

- 1. Operation/maintenance costs of the Buildings.
 - a. Maintenance/operation costs include the indirect costs calculated in the County Cost Allocation Plan as well as direct costs including but not limited to items such as (i) building(s) insurance, (ii) steam plant depreciation, and (iii) depreciation of improvements.
 - b. The indirect costs shall be charged by utilizing the costs as allocated to the respective Buildings in the County Cost Allocation Plan prepared by the County's third party consultant.
 - c. The direct costs as referenced above shall be determined by the County, not a third party consultant.
- 2. Planned capital improvements and/or major maintenance costs.
 - a. The County Chief Executive Officer shall discuss with the City Administrator by September 1st of each calendar year this Agreement is in effect the planned capital improvements and/or major maintenance costs for the Buildings regardless of the cost for the

following year. In the event the Parties do not agree on the proposed planned capital improvements and/or major maintenance costs, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A.

- b. All costs of planned capital improvements and/or major maintenance costs shall be amortized. The Parties shall jointly agree upon an amortization schedule for each planned capital improvement or major maintenance item. In the event the Parties can not agree on an amortization schedule, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A. The amortization schedule shall spread the County's and City's share of the planned capital improvement equally over the established time frame. The amortization schedule may extend beyond the term of this Agreement.
3. Unanticipated emergency capital expenses and/or maintenance costs in excess of \$100,000.
- a. The County Chief Executive Officer shall discuss with the City Administrator as soon as possible of any unanticipated emergency capital improvements and/or maintenance expenditure in excess of \$100,000 total cost. In the event the Parties do not agree on the unanticipated emergency capital improvements and/or maintenance costs in excess of \$100,000, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A.
 - b. All costs of unanticipated capital improvements and/or maintenance costs shall be amortized. The Parties shall jointly agree upon an amortization schedule for each unanticipated capital improvement or maintenance item. In the event the Parties can not agree on an amortization schedule, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A. The amortization schedule shall spread the County's and City's share of the unexpected emergency capital improvement equally over the established time frame. The amortization schedule may extend beyond the term of this agreement.

C. Security Costs (Buildings and Exterior)

1. Building Security Costs. Annual building security costs shall be calculated separately for each building to include the Spokane County Courthouse, Spokane County Courthouse Annex, Spokane County Public Safety Building, Broadway Center Building, Juvenile Court Building and Valley Precinct Building. The separate annual building security costs shall then be allocated among/between the courts occupying each individual building based on each court's square footage of occupancy in each building. For the

purpose of this provision the terminology court shall mean Spokane County District Court, Spokane County Superior Court and City Municipal Court.

2. Exterior Security Costs. Annual exterior building security costs shall be calculated. The annual costs shall then be allocated among the Spokane County Courthouse, Spokane County Courthouse Annex, and Spokane County Public Safety Building based on the court's square footage of occupancy in each building. For the purpose of this provision the terminology court shall mean Spokane County District Court, Spokane County Superior Court and City Municipal Court.

D. Cost-sharing for joint use equipment or office alterations for a joint use area.

The cost of joint use equipment or office alterations for a joint use area in any of the Buildings shall be subject to cost apportionment as the Parties may mutually agree and shall be included as a reimbursable item as set forth in Section No. 5. Provided, however, each Party will be solely responsible for paying directly to the vendor its cost apportionment share for any joint use equipment or office alterations for a joint use area in any of the Buildings having a total cost of TEN THOUSAND DOLLARS (\$10,000) or more. No piece of joint use equipment or office alteration for a joint use area shall be acquired or made until the Parties have met and agreed to its cost apportionment. The Parties agree to meet within five (5) working days of a written request from one Party to the other and resolve the cost apportionment of such joint use equipment or office alterations.

E. Cost-sharing for non-joint use equipment purchases and non-joint use office alterations.

The cost of non-joint use equipment purchases or non-joint use office alterations for individual areas within any of the Buildings shall be the sole financial responsibility of the individual Party. The City shall request approval from the appropriate County representative for any office alterations.

SECTION NO. 5: RECONCILIATION / PAYMENT

- A. The County will maintain complete yearly records of all actual maintenance/operation and security expenditures, planned and unanticipated capital expenditures, and joint use equipment and joint use office alterations for the Buildings. On or before March 31st of each year this Agreement is in effect, the County will allocate the previous years actual costs between the Parties based on the square footage calculations and the cost sharing allocations in Section No. 4. The resulting figure will be the total amount that the City owes the County for its proportionate share of the costs for the previous year. Provided, however, the Parties understand that in the event the Agreement is renewed for an additional one (1) year time frame, in lieu of the allocation of actual maintenance/operation costs, the County may opt to use the Building Owners and Managers Association (BOMA) rate as set forth in Section No. 2 (A).

- B. The final amount owing by the City to the County shall be paid within thirty (30) calendar days of the reconciliation. Any amount not paid when due shall bear interest at a rate equal to lost interest earning had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding months. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

SECTION NO. 6: RECORDS

- A. The County shall keep a detailed and accurate record of all costs. The records shall be made available for audit at any time, Monday through Friday during normal County business hours by the City or its duly authorized representatives.
- B. The County shall make available to the City or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the County shall have kept in conjunction with this Agreement and which the City may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement.
- C. The County shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement.

SECTION NO. 7: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

SECTION NO. 8: LIABILITY

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 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. 9: NOTICES

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

CITY: Mayor or 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 .

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

SECTION NO. 10: RISK MANAGER

Each Party's Risk Manager or designees may inspect those areas under each other's control within the Buildings to determine whether or not any safety devices or safeguards are required in the areas to meet applicable laws. The Risk Manager and/or designee shall give advance notice to the County Chief Executive Officer or the City Administrator of any inspection. Inspection(s) will be carried out pursuant to such limitations as may be necessary to protect the security of the area that is the subject of inspection.

SECTION NO. 11: INSURANCE

- A. Fire Insurance. The County shall carry fire insurance covering the Buildings. The City shall carry fire insurance for any contents or personal property that it owns and/or uses in conjunction with space occupied in the Buildings. The County fire insurance policy has a \$25,000.00 deductible. The City shall pay this deductible when its sole negligence gives rise to a fire, causing damage in any portion of the Buildings. In the event the City is comparatively negligent, its proportionate share of the deductible shall be equal to its comparative negligence as determined by an independent arbitrator mutually selected by the Parties.
- B. Mutual Waivers of Subrogation. To the extent it is lawful to do so, the Parties expressly waive and release any cause of action or right of recovery which the Party may have against the other Party for any loss or damages to the Buildings, or to its contents, caused by fire, explosion or other peril covered by insurance.
- C. Liability Insurance. The County shall carry General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage on the Buildings. The County will pay any and all self-insured retention (SIR) under such coverage.
- D. 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.

SECTION NO. 12: ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

SECTION NO. 13: 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. 14: NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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. 15: 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.

SECTION NO. 16: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington. 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 of its provisions, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 17: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same term or other rights of that Party in the future.
- B. **ENTIRE AGREEMENT:** 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 modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- C. **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.
- D. **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.
- E. **SEVERABILITY:** 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.

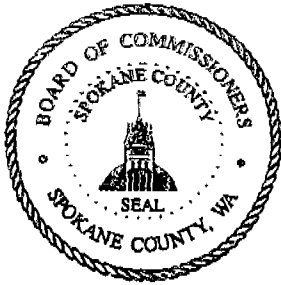
SECTION NO. 18: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section No. 1.
- B. DURATION: See Section No. 2.
- 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 Agreement provisions.
- E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: The County Chief Executive Officer and the City Administrator shall inform each other, on or before September 1st of each year, of their projected costs, which are the subject of cost allocation, for the next fiscal year. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION: See Section No. 2.
- H. PROPERTY UPON TERMINATION: Title to all personal property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Any and all capital improvements to the Buildings shall become part of the respective building. Jointly acquired personal property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

(THIS SPACE INTENTIONALLY LEFT BLANK)

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

DATED: May 1, 2009 BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON



Todd Mielke
TODD MIELKE, Chair

Mark Richard
MARK RICHARD, Vice Chair

Bonnie Mager
BONNIE MAGER, Commissioner

ATTEST:

Daniela Erickson
Daniela Erickson, Clerk of the Board
8-1116

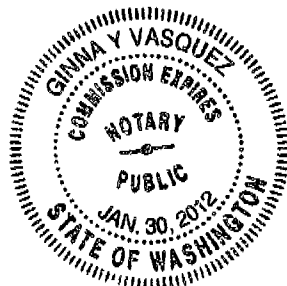
State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that TODD MIELKE, MARK RICHARD and BONNIE MAGER are the persons who appeared before me and they acknowledged that they signed the document, on oath stated that they were authorized to sign it and acknowledged it as the Commissioners of the COUNTY OF SPOKANE, a political subdivision, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

May 1, 2009
Date

Dina Y. Vasquez
Notary Public in and for Washington State
residing at Spokane

[SEAL OR STAMP]



My appointment expires 1/30/2012

DATED: April 22, 2009

CITY OF SPOKANE:

By: Mary B. Verner
Mary Verner, Mayor

Attest:

Terri Pfister
City Clerk

Approved as to form:

B. Burns
Assistant City Attorney



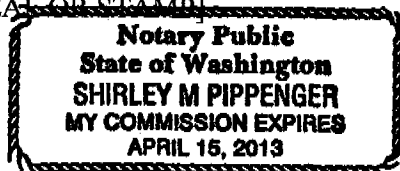
State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Mary B. Verner and TERRI PFISTER, are the persons who appeared before me and they acknowledged that they signed the document, on oath stated that they were authorized to sign it and acknowledged it as the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

04/22/09
Date

Shirley M. Pippenger
Notary Public in and for Washington State
residing at Spokane

[SEAL OR STAMP]



My appointment expires 04/15/2013

ATTACHMENT "A"

SQUARE FOOTAGE*

Spokane County Courthouse Annex

All space occupied by the Spokane County District Court in 2008 on the second floor *except* for Courtroom D and related chambers/restroom consisting of 3,326 square feet. Provided, the City agrees to allow the County District Court to use the jury assembly room on the second floor as needed. Additionally, the City is allocated 107 square feet in the basement for storage of municipal court parking tickets. (Total: 3,433 sq ft.)

Broadway Center Building

Courtroom 203 consisting of 996 square feet. (Total: 996 sq ft.)

Spokane County City Public Safety Building

Existing space occupied by the City Municipal Court Clerk's Office consisting of 2,710 square feet. Additionally, the City is allocated 150 square feet for a small storage closet. (Total: 2,860 sq ft.)

Existing space occupied by the City Probation Department consisting of 3,801 square feet. (Total: 3,801 sq ft.)

* **Note:** This Attachment only sets forth the City's *individual* square footage usage in the Buildings. The City will also be allocated costs associated with common areas in the Buildings. Common areas include hallways, bathrooms, etc. Common areas will be allocated based on the percentage of space occupied by the City or County on any floor within a Building, exclusive of common areas. For example, if the City occupies 60% of the second floor of a building, exclusive of common areas, then the City will be allocated 60% of the common area costs on the second floor of the Building and the County will be allocated 40% of the common use area costs on the second floor of the Building.

NO. 8-1116

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT WITH THE)
CITY OF SPOKANE WITH REGARD TO)
CITY MUNICIPAL COURT AND)
PROBATION SPACE [January 1, 2009-)
December 31, 2009])

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, hereinafter sometimes 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 (Interlocal Cooperation Act), counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, Spokane County is the owner of the Spokane County-City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington 99260; the Spokane County Courthouse Annex, located at 1116 West Broadway Avenue, Spokane, Washington 99260; and the Broadway Center Building located at 721 North Jefferson Street, Spokane, Washington 99260, hereinafter jointly referred to as the "Buildings"; and

WHEREAS, the Buildings are occupied and used by various County and City of Spokane Departments; and

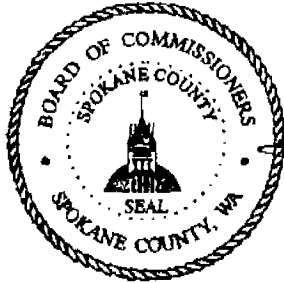
WHEREAS, the City of Spokane passed City Ordinance C34342 (the "Ordinance"). The Ordinance established a chapter 3.50 RCW Municipal Court (the "Court") effective January 2, 2009. In conjunction with operating such Court, the City desires to use space in the Buildings for a one (1) year time frame commencing January 1, 2009 and terminating December 31, 2009; and

WHEREAS, the County of Spokane and City of Spokane desire to enter into an interlocal agreement whereby they reduce to writing the terms and conditions under which the City can occupy space within the Buildings in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department for a one (1) year time frame commencing January 1, 2009 and terminating December 31, 2009.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6) and chapter 39.34 RCW, that either the Chairman of the Board or a majority of the Board be and is hereby authorized to execute, at other than an open meeting, an agreement substantially similar to the

attached document entitled "INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2009-December 31, 2009)" pursuant to which the County of Spokane and City of Spokane will reduce to writing the terms and conditions under which the City can occupy space within the Buildings in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department for a one (1) year time frame commencing January 1, 2009 and terminating December 31, 2009.

PASSED AND ADOPTED this 16th day of Dec., 2008.

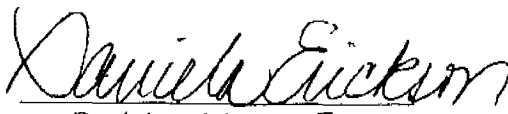


BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON


BONNIE MAGER, Chair

ATTEST:
CLERK OF THE BOARD


TODD MIELKE, Vice Chair


Daniela Erickson 8-1116


MARK RICHARD, Commissioner