

**Agenda Sheet for City Council Meeting of:**

08/13/2018

**Date Rec'd**

7/23/2018

**Clerk's File #**

OPR 2018-0495

**Renews #****Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

CITY ATTORNEY

**Contact Name/Phone**

JUSTIN 5994

**Contact E-Mail**

JBINGHAM@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0500 2018 MENTAL HEALTH COURT INTERLOCAL AGREEMENT

**Agenda Wording**

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court. An important outcome resulting from this Court is improved public safety.

**Summary (Background)**

The City and County work cooperatively to maintain a Mental Health Court for the City and County residents. This court has a District Court judge working part time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund county-wide sales tax provision.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Revenue \$ 110,531.50

# 0500-19500-99999-31314

Revenue \$ 110,531.50

# 0700-19500-99999-31314

Select \$

#

Select \$

#

**Approvals****Dept Head**

PICCOLO, MIKE

**Division Director****Finance**

BUSTOS, KIM

**Legal**

DALTON, PAT

**For the Mayor**

SANDERS, THERESA

**Council Notifications****Study Session**

7/30/18

**Other****Distribution List**

jbingham@spokanecity.org, korlob@spokanecity.org

awinchell@spokanecity.org, kknox@spokanecity.org

jfaught@spokanecity.org, adeasy@spokanecity.org

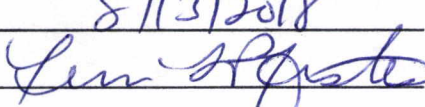
tstaab@spokanecity.org

tkrzyminski@spokanecounty.org

lhaskell@spokanecounty.org

gvasquez@spokanecounty.org

**Additional Approvals****Purchasing**APPROVED BY  
SPOKANE CITY COUNCIL:

8/13/2018  
  
CITY CLERK

**BRIEFING PAPER**  
**City of Spokane**  
**City Legal-City Prosecutor's Office**  
**2018 Mental Health Court Interlocal**  
**July 30, 2018 1:15PM- PSCHC**

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**Subject**

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.

**Background**

The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

**Impact**

- improved access for defendants to public mental health treatment services
- improved well-being of defendants, who are serviced by professional specialists
- prevents unnecessary incarceration of defendants with mental health issues

An important outcome resulting from this Court for the larger community is improved public safety.

**Action**

Recommendation of the Safety and Community Health Committee for City Council approval of the 2018 Spokane Mental Health Court Interlocal Agreement (January 1, 2018 – December 31, 2018).

**Funding**

City funds for this interlocal agreement are available in the City's 2018 annual budget.

NO. **18 - 0 4 6 2**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A MENTAL )  
HEALTH COURT INTERLOCAL AGREEMENT )  
AMONG SPOKANE COUNTY, CITY OF )  
SPOKANE, SPOKANE COUNTY )  
PROSECUTING ATTORNEY AND SPOKANE )  
COUNTY PUBLIC DEFENDER FOR )  
CALENDAR YEAR 2018 )

**RESOLUTION**

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

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of

one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

**WHEREAS**, the COUNTY is desirous of making 2018 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with an 2018 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, pursuant to the provisions RCW 36.32.120(6), chapter 39.34 RCW and RCW 82.14.460, that either the Chairman of the Board or a majority of the Board be and are hereby authorized to execute that document entitled "MENTAL HEALTH COURT INTERLOCAL AGREEMENT" (January 1, 2018 – December 31, 2018) pursuant to which the County will make available to the City of Spokane, Spokane County Prosecuting Attorney and the Spokane County Public Defender certain revenues from the one tenth of one-percent of mental health sales and use tax to be used in conjunction with their respective participation in the Mental Health Court.

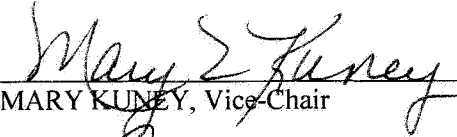
**PASSED AND ADOPTED** this 26th day of June 2018.



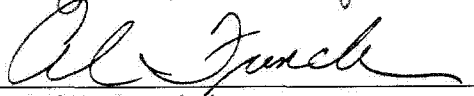
ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
JOSH KERNS, Chair

  
MARY KUNEY, Vice-Chair

  
Ginna Vasquez, Clerk of the Board

  
AL FRENCH, Commissioner



one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

**WHEREAS**, the COUNTY is desirous of making 2018 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with an 2018 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, pursuant to the provisions RCW 36.32.120(6), chapter 39.34 RCW and RCW 82.14.460, that either the Chairman of the Board or a majority of the Board be and are hereby authorized to execute that document entitled "MENTAL HEALTH COURT INTERLOCAL AGREEMENT" (January 1, 2018 – December 31, 2018) pursuant to which the County will make available to the City of Spokane, Spokane County Prosecuting Attorney and the Spokane County Public Defender certain revenues from the one tenth of one-percent of mental health sales and use tax to be used in conjunction with their respective participation in the Mental Health Court.

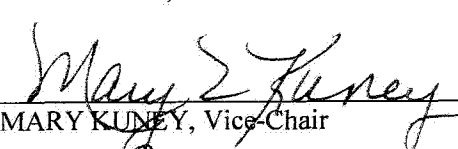
**PASSED AND ADOPTED** this 26th day of June 2018.




ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
JOSH KERNS, Chair

  
MARY KUNEY, Vice-Chair

  
Ginna Vasquez, Clerk of the Board

  
AL FRENCH, Commissioner

## **MENTAL HEALTH COURT INTERLOCAL AGREEMENT**

(January 1, 2018 - December 31, 2018)

**THIS AGREEMENT** entered into among SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**."

### **WITNESSETH:**

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

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of

new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

**WHEREAS**, the COUNTY is desirous of making 2018 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with an 2018 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

**SECTION NO. 1: . PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY through the Behavioral Health Organization (BHO) solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 13-0964.

**SECTION NO. 2: TERM.**

This Agreement shall begin on January 1, 2018, and continue until December 31, 2018.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2018, for any individual who has been accepted into and

remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No.13-0964. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O") provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution No. 13-0964. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 are less than those projected. Any such reduction will be will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2017 1/10<sup>th</sup> of 1% sales and use tax enacted under Spokane County Resolution No. 13-0964 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

Forty-five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the PUBLIC DEFENDER back to the PUBLIC DEFENDER.

### **SECTION NO. 3:     RESPONSIBILITIES OF PARTIES**

#### **A.     FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.**

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

- 1)     City Presiding Judge:
  - Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,
  - Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
  - Executing the order of transfer from the Municipal Court to the Mental Health Court.

2) City Prosecutor:

- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
- Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
- Representing the interests only of the CITY in conjunction with the Mental Health Court.

3) City Public Defender:

- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
- Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**B. CITY:**

- 1) Employ and house an Assistant City Prosecutor and necessary staff to be assigned to the Mental Health Court. The City Prosecutor and staff shall represent **ONLY** the interests of the City in conjunction with the Mental Health Court. The Assistant City Prosecutor will work with the PROSECUTOR to cross deputize deputies to facilitate Mental Health Court proceedings.
- 2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represents the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**C. PROSECUTOR:**

- 1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Mental Health Court. The County Prosecutor and necessary staff shall represent the interests **ONLY** of the State and County in conjunction with the Mental Health Court. The PROSECUTOR will work with the City Prosecutor to cross deputize deputies to facilitate Mental Health Court proceedings.



**D. PUBLIC DEFENDER:**

- 1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

**E. COUNTY:**

- 1) Provide funding through the BHO **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

**F. LIMITED RESOURCES / COOPERATION:**

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.
- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.
- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

#### **SECTION NO. 4:     COMPENSATION**

The COUNTY through the Behavioral Health Organization (BHO) shall reimburse the CITY, PROSECUTOR, and PUBLIC DEFENDER on a quarterly basis for expenditures any PARTY incurs as provided for in Attachment "A".

The CITY shall send all requests for reimbursement for the City as set forth in Attachment "A" to the Behavioral Health Organization (BHO) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PROSECUTOR shall send all requests for reimbursement for the Prosecutor as set forth in Attachment "A" to the Behavioral Health Organization (BHO) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment "A" to the Behavioral Health Organization (BHO) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by the CITY, PROSECUTOR, or PUBLIC DEFENDER shall include a certification that the reimbursement requested was solely for expenditures by the PARTY to meet its responsibilities in Section No. 3. Reimbursement by the County BHO to the CITY, PROSECUTOR, or PUBLIC DEFENDER shall normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the BHO reimburse any PARTY in excess of that amount set forth in Attachment "A".

#### **SECTION NO. 5:     AGREEMENT TO BE FILED**

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

#### **SECTION NO. 6:     MAINTENANCE OF RECORDS**

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY 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.

#### **SECTION NO. 7:     ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

## SECTION NO. 8: PROPERTY UPON TERMINATION

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

## **SECTION NO. 9:    LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

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 negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

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 negligence or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, 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. 10: NOTICES

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

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

Copy: Behavioral Health Organization  
312 W. 8<sup>th</sup> Avenue  
Spokane, Washington 99204

CITY: City Administrator or his/her authorized representative  
City Hall, Seventh Floor  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3303

Copies: City Public Defender  
824 North Monroe Street  
Spokane, Washington 99201

City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

PROSECUTOR: Spokane County Prosecuting Attorney  
1100 West Mallon Avenue  
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender  
1033 West Gardner Avenue  
Gardner Court Building  
Spokane, Washington 99260

#### **SECTION NO. 11: INSURANCE**

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by

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

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

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. The CITY shall not receive any funds through the BHO until a Certificate of Insurance, meeting the requirements set forth herein has been approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

#### **SECTION NO. 12: NON-WAIVER**

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

#### **SECTION NO. 13: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

#### **SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

#### **SECTION NO. 15: MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

#### **SECTION NO. 16: ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.



#### **SECTION NO. 17: SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

#### **SECTION NO. 18: 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. 19: 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. 20: VENUE STIPULATION**

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### **SECTION NO. 21: COUNTERPARTS**

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

#### **SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES**

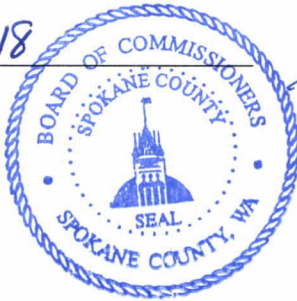
- A. Purpose. See Section No. 1 above.
- B. Duration. See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.

H. Property upon Termination. See Section No. 7 above.

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

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

DATED: 6-26-18



Josh Kerns  
JOSH KERNS, Chair

ATTEST:

Mary E. Kuney  
MARY KUNEY, Vice Chair

Ginna Vasquez  
Ginna Vasquez  
Clerk of the Board  
**18 - 0462**

Al French  
AL FRENCH, Commissioner

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

CITY OF SPOKANE:

Attest:

By: Daniel A. Cunniff  
Mayor

Yvonne Z. Hefels  
City Clerk

Approved as to form:

Pat Dahl  
Assistant City Attorney

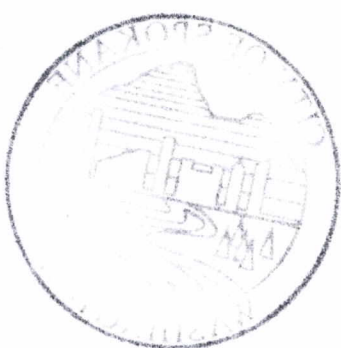


DATED: 6/15/18

SPOKANE COUNTY PROSECUTING  
ATTORNEY

By: L. H. Haskell

Its: Prosecuting Attorney  
(Title)



DATED: 6-15-18

SPOKANE COUNTY PUBLIC DEFENDER

By: T. Krzyminski

Its: County Public Defender  
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

Tracy Staab  
Tracy Staab Presiding Judge

CITY PUBLIC DEFENDER

Katherine A. Knox  
Katherine Knox

CITY PROSECUTOR

Justin Bingham  
Justin Bingham

2018  
ATTACHMENT "A"

<b>PARTY</b>	<b>COUNTY FUNDING FROM MENTAL HEALTH TAX</b>	<b>FUNDING TO BE USED FOR</b>
CITY	\$221,063	City may use this money for Prosecutor/Support Staff/M&O, City Public Defender/Support Staff/M&O, or any other item consistent with RCW 82.14.460.
COUNTY PROSECUTOR	\$110,951	County Prosecutor/Support Staff/M&O
COUNTY PUBLIC DEFENDER	\$110,112	County Public Defender/Support Staff/M&O





**Agenda Sheet for City Council Meeting of:**  
05/02/2016

<b>Date Rec'd</b>	4/19/2016
<b>Clerk's File #</b>	OPR 2016-0372
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY ATTORNEY
<b>Contact Name/Phone</b>	JUSTIN 835-5994
<b>Contact E-Mail</b>	JBINGHAM@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0500-2016 MENTAL HEALTH COURT INTERLOCAL

**Agenda Wording**

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court. An important outcome resulting from this Court is improved public safety.

**Summary (Background)**

The City and County work cooperatively to maintain a Mental Health Court for the City and County residents. This court has a District Court judge working part time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Revenue	\$ 92,880.00	#	0500-19500-99999-33815
Revenue	\$ 123,120.00	#	0700-19500-99999-33815
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DALTON, PAT	<b>Study Session</b>	4/25/16 Briefing
<b>Division Director</b>		<b>Other</b>	PSC 4/18/16
<b>Finance</b>	KECK, KATHLEEN	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	jbingham@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	epbrown@spokanecity.org	
<b>Additional Approvals</b>		szambelan@spokanecity.org	
<b>Purchasing</b>		gvasquez@spokanecounty.org	
		knox@spokanecity.org	
		tkrzynski@spokanecounty.org	
		lhaskell@spokanecounty.org	

*Staught@spokanecity.org*

APPROVED BY  
SPOKANE CITY COUNCIL:

5/2/2016  
*[Signature]*  
CITY CLERK

**BRIEFING PAPER**  
**City of Spokane**  
**City Legal-City Prosecutor's Office**  
**2016 Mental Health Court Interlocal**  
**April 18, 2016-PSC**

---

**Subject**

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.

**Background**

The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

**Impact**

- improved access for defendants to public mental health treatment services
- improved well-being of defendants, who are serviced by professional specialists
- prevents unnecessary incarceration of defendants with mental health issues

An important outcome resulting from this Court for the larger community is improved public safety.

**Action**

Recommendation of the Public Safety Committee for City Council approval of the 2016 Spokane Mental Health Court Interlocal Agreement (January 1, 2016 – December 31, 2016).

**Funding**

City funds for this interlocal agreement are available in the City's 2016 annual budget.

---

For further information contact: Justin Bingham, City Prosecutor, at 835-5994 or [jbingham@spokanecity.org](mailto:jbingham@spokanecity.org)

RECEIVED

MAY 05 2016

CITY CLERK'S OFFICE

S P O K A N E



C O U N T Y

OFFICE OF COUNTY COMMISSIONERS

NANCY McLAUGHLIN, 1ST DISTRICT • SHELLEY O'QUINN, 2ND DISTRICT • AL FRENCH, 3RD DISTRICT

March 24, 2016

RECEIVED  
11K 255  
MAR 25 2016

Prosecuting Attorney  
Spokane County, WA

*Re: Mental Health Court Interlocal Agreement*

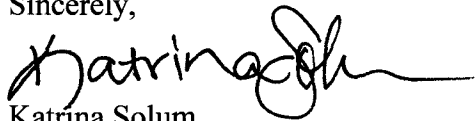
Good Afternoon,

Enclosed you will find four original Mental Health Court Interlocal Agreements for signature. Signature pages have been noted with "sign here" tabs. Once your department has signed the document please forward to the next recipient listed on the routing list, enclosed. After the document has been fully executed please return all originals to the Board of County Commissioners for final processing and distribution.

Should you have any questions or concerns please feel free to contact our office at (509) 477-2265.

Have a wonderful day!

Sincerely,

A handwritten signature in black ink, appearing to read "Katrina Solum".

Katrina Solum

Office Assistant

[ksolum@spokanecounty.org](mailto:ksolum@spokanecounty.org)

**Solum, Katrina**

---

**From:** Solum, Katrina  
**Sent:** Thursday, March 24, 2016 1:58 PM  
**To:** Pippenger, Shirley; Pfister, Terri  
**Cc:** Baldwin, Tamara; Curtis, Julie; Vasquez, Ginna  
**Subject:** Resolution No. 2016-0239  
**Attachments:** Resolution No. 2016-0239.pdf

Good Afternoon,

The attached document was approved by the Board of County Commissioners on Tuesday, March 15, 2016 under the consent agenda. All original documents are being set to the Prosecuting Attorney's Office as well as the Public Defender's Office for signature. Upon completion they will be sent to the city for final execution. Once they are fully executed please return them to the BOCC for final recording and distribution.

Thank you!

*Katrina Solum  
Office Assistant 4  
Spokane County Commissioners Office  
(509)477-2265*

17  
NO. 2016-0239

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A 2016 )  
MENTAL HEALTH COURT INTERLOCAL )  
AGREEMENT AMONG SPOKANE COUNTY, )  
CITY OF SPOKANE, SPOKANE COUNTY )  
PROSECUTING ATTORNEY AND SPOKANE )  
COUNTY PUBLIC DEFENDER )

**RESOLUTION**

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

**WHEREAS**, pursuant to RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to RCW 36.26.070, the Spokane County Public Defender must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the City of Spokane is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

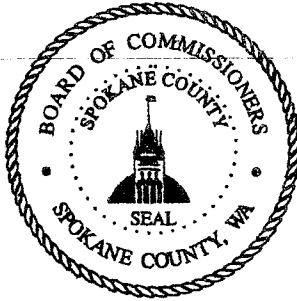
**WHEREAS**, the COUNTY is desirous of making 2016 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the Spokane County Prosecuting Attorney, Spokane County Public Defender, and City of Spokane in conjunction with an 2016 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.



**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6) and RCW 82.14.460, that either the chairperson of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "*Mental Health Court Interlocal Agreement (January 1, 2016-December 31, 2016)*" pursuant to which Spokane County will make 2016 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the Spokane County Prosecuting Attorney, Spokane County Public Defender, and City of Spokane in conjunction with an 2016 expanded Mental Health Court

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of March, 2016.



ATTEST:

*Ginna Vasquez*  
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

*Shelly O'Quinn*  
SHELLY O'QUINN, Chair

*Al French*  
AL FRENCH, Vice-Chair

*Nancy McLaughlin*  
NANCY MCLAUGHLIN, Commissioner

# MENTAL HEALTH COURT INTERLOCAL AGREEMENT

(January 1, 2016 - December 31, 2016)

**THIS AGREEMENT** entered into among SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**."

## WITNESSETH:

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

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for

the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

**WHEREAS**, the COUNTY is desirous of making 2016 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with an 2016 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

**SECTION NO. 1:    PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY through the Regional Support Network (RSN) solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 13-0964.

**SECTION NO. 2:    TERM.**

This Agreement shall begin on January 1, 2016, and continue until December 31, 2016.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2016, for any individual who has been accepted into and remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No.13-0964. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O) provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution No. 13-0964. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 are less than those projected. Any such reduction will be will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2016 1/10<sup>th</sup> of 1% sales and use tax enacted under Spokane County Resolution No. 13-0964 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

Forty-five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the PUBLIC DEFENDER back to the PUBLIC DEFENDER.

### **SECTION NO. 3:    RESPONSIBILITIES OF PARTIES**

#### **A.     FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.**

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

- 1)     City Presiding Judge:
  - Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,

- Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
  - Executing the order of transfer from the Municipal Court to the Mental Health Court.
- 2) City Prosecutor:
- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
  - Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
  - Representing the interests only of the CITY in conjunction with the Mental Health Court.
- 3) City Public Defender:
- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
  - Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**B. CITY:**

- 1) Employ and house an Assistant City Prosecutor and necessary staff to be assigned to the Mental Health Court. The City Prosecutor and staff shall represent **ONLY** the interests of the City in conjunction with the Mental Health Court. The Assistant City Prosecutor will work with the PROSECUTOR to cross deputize deputies to facilitate Mental Health Court proceedings.
- 2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**C. PROSECUTOR:**

- 1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Mental Health Court. The County Prosecutor and necessary staff shall represent the interests ONLY of the State and County in conjunction with the Mental Health Court. The PROSECUTOR will work with the City Prosecutor to cross deputize deputies to facilitate Mental Health Court proceedings.

**D. PUBLIC DEFENDER:**

- 1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

**E. COUNTY:**

- 1) Provide funding through the RSN **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

**F. LIMITED RESOURCES / COOPERATION:**

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.
- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the

implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.

- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

#### **SECTION NO. 4:    COMPENSATION**

The COUNTY through the Regional Support Network (RSN) shall reimburse the CITY, PROSECUTOR, and PUBLIC DEFENDER on a quarterly basis for expenditures any PARTY incurs as provided for in Attachment "A".

The CITY shall send all requests for reimbursement for the City as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PROSECUTOR shall send all requests for reimbursement for the Prosecutor as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by the CITY, PROSECUTOR, or PUBLIC DEFENDER shall include a certification that the reimbursement requested was solely for expenditures by the PARTY to meet its responsibilities in Section No. 3. Reimbursement by the County RSN to the CITY, PROSECUTOR, or PUBLIC DEFENDER shall normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the County RSN reimburse any PARTY in excess of that amount set forth in Attachment "A".

#### **SECTION NO. 5:    AGREEMENT TO BE FILED**

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

#### **SECTION NO. 6:    MAINTENANCE OF RECORDS**

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY 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.

**SECTION NO. 7:    ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

**SECTION NO. 8:    PROPERTY UPON TERMINATION**

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

**SECTION NO. 9:    LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

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 negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

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 negligence or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, 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. 10:    NOTICES**

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



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

Copy: County Regional Support Network  
312 W. 8<sup>th</sup> Avenue  
Spokane, Washington 99204

CITY: City Administrator or his/her authorized representative  
City Hall, Seventh Floor  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3303

Copies: City Public Defender  
824 North Monroe Street  
Spokane, Washington 99201

City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

PROSECUTOR: Spokane County Prosecuting Attorney  
1100 West Mallon Avenue  
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender  
1033 West Gardner Avenue  
Gardner Court Building  
Spokane, Washington 99260

#### **SECTION NO. 11: INSURANCE**

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;

- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. The CITY shall not receive any funds through the RSN until a Certificate of Insurance, meeting the requirements set forth herein has been approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

#### **SECTION NO. 12: NON-WAIVER**

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

#### **SECTION NO. 13: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

#### **SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

#### **SECTION NO. 15: MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

**SECTION NO. 16: ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

**SECTION NO. 17: SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

**SECTION NO. 18: 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. 19: 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. 20: VENUE STIPULATION**

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**SECTION NO. 21: COUNTERPARTS**

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

**SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES**

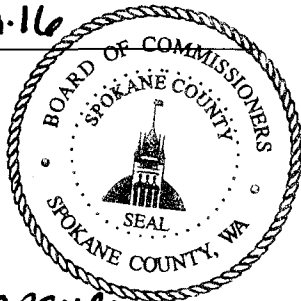
- A. Purpose. See Section No. 1 above.
- B. Duration. See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.

- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.
- H. Property upon Termination. See Section No. 7 above.

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

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

DATED: 3-22-16



ATTEST:

Ginna Vasquez  
Ginna Vasquez, Clerk of the Board

Shelly O'Quinn  
SHELLY O'QUINN, Chair

Al French  
AL FRENCH, Vice Chair

Nancy McLaughlin  
NANCY MCLAUGHLIN, Commissioner

2016-0239

DATED: 6/2/16

Attest:

Levi Hester  
City Clerk

Approved as to form:

Tom Whaley  
Assistant City Attorney


CITY OF SPOKANE:

By: Murray Brown  
Mayor




DATED: 3/28/16

SPOKANE COUNTY PROSECUTING  
ATTORNEY

By:   
Its: Prosecuting Attorney  
(Title)

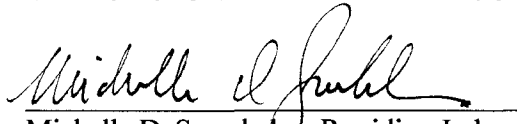
DATED: 3-29-16

SPOKANE COUNTY PUBLIC DEFENDER

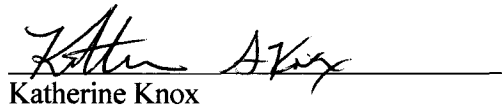
By:   
Its: Public Defender  
(Title)

Approved:


CITY OF SPOKANE MUNICIPAL COURT

  
Michelle D. Szambelan, Presiding Judge

CITY PUBLIC DEFENDER

  
Katherine Knox

CITY PROSECUTOR

  
Justin Bingham

2016  
ATTACHMENT "A"

<b>PARTY</b>	<b>COUNTY FUNDING FROM MENTAL HEALTH TAX</b>	<b>FUNDING TO BE USED FOR</b>
CITY	\$216,000	City may use this money for Prosecutor/Support Staff/M&O, City Public Defender/Support Staff/M&O, or any other item consistent with RCW 82.14.460.
COUNTY PROSECUTOR	\$127,000	County Prosecutor/Support Staff/M&O
COUNTY PUBLIC DEFENDER	\$198,000	County Public Defender/Support Staff/M&O



BUDGET OFFICE • BOB WRIGLEY, CHIEF BUDGET OFFICER

Date: October 7, 2015

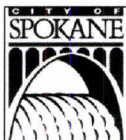
Subject: 2016 Mental Health Sales Tax Budget

The following is the 2016 Mental Health Sales Tax budget:

Revenue	\$8,800,000
Expenditures:	
City of Spokane	\$ 216,000
District Court Mental Health Therapeutic Court	\$ 610,000
Superior Court-Adult Felony Therapeutic Courts	\$ 674,000
County Public Defender and Prosecutor Support Of District and Superior Therapeutic Courts:	
County Public Defender	\$ 198,000
County Prosecutor	\$ 127,000
Detention Services	\$ 160,000
Spokane Regional Support Network	\$6,815,000

The budget anticipates an increase in sales tax revenues in 2016 over the 2015 budgeted amount. If revenues come in less than projected, there may have to be reductions in the levels of funding provided.

The emphasis is still on providing services to clients and not over committing resources. Superior Court is making efforts to expand the number of clients served. The Public Defender and Prosecutor amounts for the support of both the District and Superior Therapeutic Courts have been combined. This will give department management greater flexibility in the use of these dollars for the support of these courts.



**Agenda Sheet for City Council Meeting of:**  
07/20/2015

<b>Date Rec'd</b>	6/29/2015
<b>Clerk's File #</b>	OPR 2015-0600
<b>Renews #</b>	

<b>Submitting Dept</b>	CITY ATTORNEY	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	JUSTIN BINGHAM 835-5994	<b>Project #</b>	
<b>Contact E-Mail</b>	JBINGHAM@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0500-2015 MENTAL HEALTH COURT INTERLOCAL		

**Agenda Wording**

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court. An important outcome resulting from this Court is improved public safety.

**Summary (Background)**

The City and County work cooperatively to maintain a Mental Health Court for the City and County residents. This court has a District Court judge working part time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

**Fiscal Impact**

Revenue \$ 82,560.00  
Revenue \$ 109,440.00  
Select \$  
Select \$

**Budget Account**

# 0500-19500-99999-33815  
# 0700-19500-99999-33815  
#  
#

**Approvals**

**Dept Head** DALTON, PAT  
**Division Director**  
**Finance** SALSTROM, JOHN  
**Legal** DALTON, PAT  
**For the Mayor** SANDERS, THERESA

**Council Notifications**

**Study Session**  
**Other** PSC 6/15/2015

**Additional Approvals**

**Purchasing**  
szambelan@spokanecounty.org  
gvasquez@spokanecounty.org  
knox@spokanecity.org  
tkrzyminski@spokanecounty.org  
lhaskell@spokanecounty.org

APPROVED BY  
SPOKANE CITY COUNCIL:

7/20/2015  
  
CITY CLERK



**BRIEFING PAPER**  
**City of Spokane**  
**City Legal-City Prosecutor's Office**  
**2015 Mental Health Court Interlocal**  
**June 15, 2015-PSC**

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**Subject**

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.

**Background**

The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

**Impact**

- improved access for defendants to public mental health treatment services
- improved well-being of defendants, who are serviced by professional specialists
- prevents unnecessary incarceration of defendants with mental health issues

An important outcome resulting from this Court for the larger community is improved public safety.

**Action**

Recommendation of the Public Safety Committee for City Council approval of the 2015 Spokane Mental Health Court Interlocal Agreement (January 1, 2015 – December 31, 2015).

**Funding**

City funds for this interlocal agreement are available in the City's 2015 annual budget.

## **MENTAL HEALTH COURT INTERLOCAL AGREEMENT**

(January 1, 2015 - December 31, 2015)

**THIS AGREEMENT** entered into among SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**."

### **WITNESSETH:**

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

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for

the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

**WHEREAS**, the COUNTY is desirous of making 2015 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with an 2015 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

**SECTION NO. 1:    PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY through the Regional Support Network (RSN) solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 13-0964.

**SECTION NO. 2:    TERM.**

This Agreement shall begin on January 1, 2015, and continue until December 31, 2015.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2015, for any individual who has been accepted into and remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No.13-0964. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O) provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution No. 13-0964. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 are less than those projected. Any such reduction will be will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2015 1/10<sup>th</sup> of 1% sales and use tax enacted under Spokane County Resolution No. 13-0964 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

Forty-five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the PUBLIC DEFENDER back to the PUBLIC DEFENDER.

### **SECTION NO. 3:     RESPONSIBILITIES OF PARTIES**

#### **A.     FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.**

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

- 1)     City Presiding Judge:
  - o     Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,

- Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
  - Executing the order of transfer from the Municipal Court to the Mental Health Court.
- 2) City Prosecutor:
- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
  - Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
  - Representing the interests only of the CITY in conjunction with the Mental Health Court.
- 3) City Public Defender:
- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
  - Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**B. CITY:**

- 1) Employ and house an Assistant City Prosecutor and necessary staff to be assigned to the Mental Health Court. The City Prosecutor and staff shall represent **ONLY** the interests of the City in conjunction with the Mental Health Court. The Assistant City Prosecutor will work with the PROSECUTOR to cross deputize deputies to facilitate Mental Health Court proceedings.
- 2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**C. PROSECUTOR:**

- 1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Mental Health Court. The County Prosecutor and necessary staff shall represent the interests ONLY of the State and County in conjunction with the Mental Health Court. The PROSECUTOR will work with the City Prosecutor to cross deputize deputies to facilitate Mental Health Court proceedings.

**D. PUBLIC DEFENDER:**

- 1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

**E. COUNTY:**

- 1) Provide funding through the RSN **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

**F. LIMITED RESOURCES / COOPERATION:**

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.
- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the

implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.

- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

#### **SECTION NO. 4:    COMPENSATION**

The COUNTY through the Regional Support Network (RSN) shall reimburse the CITY, PROSECUTOR, and PUBLIC DEFENDER on a quarterly basis for expenditures any PARTY incurs as provided for in Attachment "A".

The CITY shall send all requests for reimbursement for the City as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PROSECUTOR shall send all requests for reimbursement for the Prosecutor as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by the CITY, PROSECUTOR, or PUBLIC DEFENDER shall include a certification that the reimbursement requested was solely for expenditures by the PARTY to meet its responsibilities in Section No. 3. Reimbursement by the County RSN to the CITY, PROSECUTOR, or PUBLIC DEFENDER shall normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the County RSN reimburse any PARTY in excess of that amount set forth in Attachment "A".

#### **SECTION NO. 5:    AGREEMENT TO BE FILED**

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

#### **SECTION NO. 6:    MAINTENANCE OF RECORDS**

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY 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.

#### **SECTION NO. 7:    ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

#### **SECTION NO. 8:    PROPERTY UPON TERMINATION**

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

#### **SECTION NO. 9:    LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

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 negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

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 negligence or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, 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. 10:    NOTICES**

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



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Copy: County Regional Support Network  
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Spokane, Washington 99201-3303

Copies: City Public Defender  
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Spokane, Washington 99201

City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

PROSECUTOR: Spokane County Prosecuting Attorney  
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#### **SECTION NO. 11: INSURANCE**

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;

- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. The CITY shall not receive any funds through the RSN until a Certificate of Insurance, meeting the requirements set forth herein has been approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

#### **SECTION NO. 12: NON-WAIVER**

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

#### **SECTION NO. 13: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

#### **SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

#### **SECTION NO. 15: MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

**SECTION NO. 16: ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

**SECTION NO. 17: SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

**SECTION NO. 18: 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. 19: 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. 20: VENUE STIPULATION**

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**SECTION NO. 21: COUNTERPARTS**

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

**SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES**

- A. Purpose. See Section No. 1 above.
- B. Duration. See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.

- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.
- H. Property upon Termination. See Section No. 7 above.

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

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

DATED: 4.28.15



Todd Mielke  
TODD MIELKE, Chair

ATTEST:

Shelly O'Quinn  
SHELLY O'QUINN, Vice Chair

Ginna Vasquez  
Ginna Vasquez, Interim 2015-0347  
Clerk of the Board

Al French  
AL FRENCH, Commissioner

DATED: 7/29/2015

CITY OF SPOKANE:

Attest:

Leri Hjelle  
City Clerk

By: Dan A. Cunniff  
Mayor

Approved as to form:

Jim Lohrey  
Assistant City Attorney



DATED: 5/4/15

SPOKANE COUNTY PROSECUTING  
ATTORNEY

By: L. H. Marshall

Its: Prosecutor  
(Title)

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

SPOKANE COUNTY PUBLIC DEFENDER

By: T. K. Thomas Krzyminski

Its: Director  
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

Michelle D. Szambelan  
Michelle D. Szambelan, Presiding Judge

CITY PUBLIC DEFENDER

Katherine A. Knox  
Katherine Knox

CITY PROSECUTOR

Justin Bingham  
Justin Bingham

2015  
ATTACHMENT "A"

PARTY	COUNTY FUNDING FROM MENTAL HEALTH TAX	FUNDING TO BE USED FOR
CITY	\$192,000.00	City may use this money for Prosecutor/Support Staff/M&O, City Public Defender/Support Staff/M&O, or any other item consistent with RCW 82.14.460.
COUNTY PROSECUTOR	\$ 108,000	County Prosecutor/Support Staff/M&O
COUNTY PUBLIC DEFENDER	\$175,000	County Public Defender/Support Staff/M&O





**Agenda Sheet for City Council Meeting of:**  
12/08/2014

<b>Date Rec'd</b>	11/19/2014
<b>Clerk's File #</b>	OPR 2014-0838
<b>Renews #</b>	

<b>Submitting Dept</b>	CITY ATTORNEY	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	JUSTIN 835-5994	<b>Project #</b>	
<b>Contact E-Mail</b>	JBINGHAM@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0500-2014 MENTAL HEALTH COURT INTERLOCAL		

**Agenda Wording**

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court. An important outcome resulting from this Court is improved public safety.

**Summary (Background)**

The City and County work cooperatively to maintain a Mental Health Court for the City and County residents. This court has a District Court judge working part time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Revenue	\$ 77,530.75	#	0500-19500-99999-33815
Revenue	\$ 103,469.25	#	0700-19500-99999-33815
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DALTON, PAT	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	PSC 11/17/14
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	jbingham@spokanecity.org ; J. Faught	
<b>For the Mayor</b>	SANDERS, THERESA	ebrown korlob	
<b>Additional Approvals</b>		mlogan@spokanecity.org	
<b>Purchasing</b>		stucker@spokanecounty.org	
		derickson@spokanecounty.org	
		kknox@spokanecity.org	
		tkrzyminski@spokanecounty.org	

APPROVED BY SPOKANE CITY COUNCIL ON

12/18/2014  
  
SPOKANE CITY CLERK

**BRIEFING PAPER**  
**City of Spokane**  
**City Legal-City Prosecutor's Office**  
**Mental Health Court Interlocal**  
**November 17, 2014-PSC**

---

**Subject**

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.

**Background**

The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

**Impact**

- improved access for defendants to public mental health treatment services
- improved well-being of defendants, who are serviced by professional specialists
- prevents unnecessary incarceration of defendants with mental health issues

An important outcome resulting from this Court for the larger community is improved public safety.

**Action**

Recommendation of the Public Safety Committee for City Council approval of the 2014 Spokane Mental Health Court Interlocal Agreement (January 1, 2014 – December 31, 2014).

**Funding**

City funds for this interlocal agreement are available in the City's 2014 annual budget.

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For further information contact: Justin Bingham, City Prosecutor, at 835-5994 or [jbingham@spokanecity.org](mailto:jbingham@spokanecity.org)



**MENTAL HEALTH COURT INTERLOCAL AGREEMENT**  
(January 1, 2014 - December 31, 2014)

**THIS AGREEMENT** entered into among SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**."

**WITNESSETH:**

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

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for

the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

**WHEREAS**, the COUNTY is desirous of making 2014 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163, Resolution No. 08-1071, and Resolution No. 13-0964 available to the PARTIES in conjunction with an 2014 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

**SECTION NO. 1:    PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY through the Regional Support Network (RSN) solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions Nos. 05-1163 and 08-1071.

**SECTION NO. 2:    TERM.**

This Agreement shall begin on January 1, 2014, and continue until December 31, 2014.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2014, for any individual who has been accepted into and remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O) provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution Nos. 05-1163 and 08-1071. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 are less than those projected. Any such reduction will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2013 1/10<sup>th</sup> of 1% sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

Forty--five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the PUBLIC DEFENDER back to the PUBLIC DEFENDER.

### **SECTION NO. 3:    RESPONSIBILITIES OF PARTIES**

#### **A.     FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.**

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

- 1) City Presiding Judge:
  - Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,
  - Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
  - Executing the order of transfer from the Municipal Court to the Mental Health Court.
- 2) City Prosecutor:
  - Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
  - Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
  - Representing the interests only of the CITY in conjunction with the Mental Health Court.
- 3) City Public Defender:
  - Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
  - Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**B. CITY:**

- 1) Employ and house an Assistant City Prosecutor and necessary staff to be assigned to the Mental Health Court. The City Prosecutor and staff shall represent **ONLY** the interests of the City in conjunction with the Mental Health Court. The Assistant City Prosecutor will work with the PROSECUTOR to cross deputize deputies to facilitate Mental Health Court proceedings.
- 2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**C. PROSECUTOR:**

- 1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Mental Health Court. The County Prosecutor and necessary staff shall represent the interests ONLY of the State and County in conjunction with the Mental Health Court. The PROSECUTOR will work with the City Prosecutor to cross deputize deputies to facilitate Mental Health Court proceedings.

**D. PUBLIC DEFENDER:**

- 1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

**E. COUNTY:**

- 1) Provide funding through the RSN **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071, for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

**F. LIMITED RESOURCES / COOPERATION:**

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.

- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.
- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

#### **SECTION NO. 4:     COMPENSATION**

The COUNTY through the Regional Support Network (RSN) shall reimburse the CITY, PROSECUTOR, and PUBLIC DEFENDER on a quarterly basis for expenditures any PARTY incurs as provided for in Attachment "A".

The CITY shall send all requests for reimbursement for the City as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PROSECUTOR shall send all requests for reimbursement for the Prosecutor as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by the CITY, PROSECUTOR, or PUBLIC DEFENDER shall include a certification that the reimbursement requested was solely for expenditures by the PARTY to meet its responsibilities in Section No. 3. Reimbursement by the County RSN to the CITY, PROSECUTOR, or PUBLIC DEFENDER shall normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the County RSN reimburse any PARTY in excess of that amount set forth in Attachment "A".

#### **SECTION NO. 5:     AGREEMENT TO BE FILED**

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

#### **SECTION NO. 6:     MAINTENANCE OF RECORDS**

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any

applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY 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.

#### **SECTION NO. 7:     ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

#### **SECTION NO. 8:     PROPERTY UPON TERMINATION**

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

#### **SECTION NO. 9:     LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

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 negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

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 negligence or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, 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. 10: NOTICES**

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

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

Copy: County Regional Support Network  
312 W. 8<sup>th</sup> Avenue  
Spokane, Washington 99204

CITY: City Administrator or his/her authorized representative  
City Hall, Seventh Floor  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3303

Copies: City Public Defender  
824 North Monroe Street  
Spokane, Washington 99201

City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

PROSECUTOR: Spokane County Prosecuting Attorney  
1100 West Mallon Avenue  
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender  
1033 West Gardner Avenue  
Gardner Court Building  
Spokane, Washington 99260

## **SECTION NO. 11: INSURANCE**

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;



- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. The CITY shall not receive any funds through the RSN until a Certificate of Insurance, meeting the requirements set forth herein has been approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

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No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

#### **SECTION NO. 13: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

#### **SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

**SECTION NO. 15:    MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

**SECTION NO. 16:    ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

**SECTION NO. 17:    SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

**SECTION NO. 18:    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. 19:    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. 20:    VENUE STIPULATION**

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**SECTION NO. 21:    COUNTERPARTS**

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

**SECTION NO. 22:    CHAPTER 39.34 RCW REQUIRED CLAUSES**

A.     Purpose. See Section No. 1 above.

B.     Duration. See Section No. 2 above.

- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.
- H. Property upon Termination. See Section No. 7 above.

(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.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

DATED: 10-28-2014

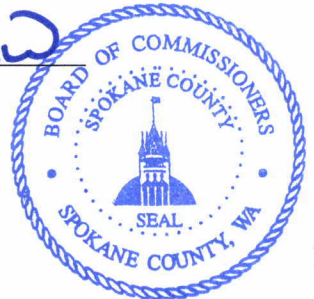
Al French  
AL FRENCH, Chair

ATTEST:

Todd Mielke  
TODD MIELKE, Vice Chair

Daniela Erickson  
Daniela Erickson  
Clerk of the Board 14-0840

Shelly O'Quinn  
SHELLY O'QUINN, Commissioner



DATED: 12/10/14

CITY OF SPOKANE:

Attest:

By: Dan A. Condon  
Mayor

Levi Hyslop  
City Clerk

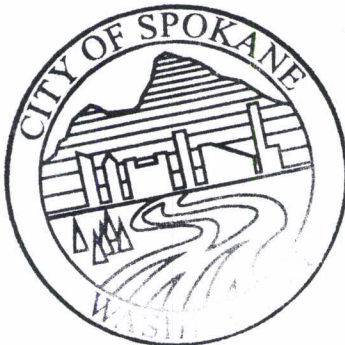
Approved as to form:

John Hyslop  
Assistant City Attorney

DATED: Dec 29, 2014

SPOKANE COUNTY PROSECUTING  
ATTORNEY

By: Timothy J. ...  
Its: Chief of D.P.A.  
(Title)



DATED: 10-31-14

SPOKANE COUNTY PUBLIC DEFENDER

By: T. K.

Its: County Public Defender  
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

Mary Logan  
Mary Logan, Presiding Judge

CITY PUBLIC DEFENDER

Katherine Knox  
Katherine Knox

CITY PROSECUTOR

Justin Bingham  
Justin Bingham

2014  
ATTACHMENT "A"

<b>PARTY</b>	<b>COUNTY FUNDING FROM MENTAL HEALTH TAX</b>	<b>FUNDING TO BE USED FOR</b>
CITY	\$181,000.00	City may use this money for Prosecutor/Support Staff/M&O, City Public Defender/Support Staff/M&O, or any other item consistent with RCW 82.14.460.
COUNTY PROSECUTOR	\$ 66,000	County Prosecutor/Support Staff/M&O
COUNTY PUBLIC DEFENDER	\$115,000	County Public Defender/Support Staff/M&O

NO. 14-0840

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A 2014 )  
MENTAL HEALTH COURT INTERLOCAL )  
AGREEMENT AMONG SPOKANE )  
COUNTY, CITY OF SPOKANE, SPOKANE )  
COUNTY PROSECUTING ATTORNEY )  
AND SPOKANE COUNTY PUBLIC )  
DEFENDER )

**RESOLUTION**

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

**WHEREAS**, pursuant to RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to RCW 36.26.070, the Spokane County Public Defender must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the City of Spokane is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of

new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

**WHEREAS**, the COUNTY is desirous of making 2014 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163, Resolution No. 08-1071, and Resolution No. 13-0964 available to the Spokane County Prosecuting Attorney, Spokane County Public Defender, and City of Spokane in conjunction with an 2014 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6) and RCW 82.14.460, that either the chairperson of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "*Mental Health Court Interlocal Agreement (January 1, 2014-December 31, 2014)*" pursuant to which Spokane County will make 2014 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163, Resolution No. 08-1071, and Resolution No. 13-0964 available to the Spokane County Prosecuting Attorney, Spokane County Public Defender, and City of Spokane in conjunction with an 2014 expanded Mental Health Court

PASSED AND ADOPTED this 28<sup>th</sup> day of October, 2014.



ATTEST:

Ginna Vasquez  
Ginna Vasquez  
Deputy Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Al French  
AL FRENCH, Chair

Todd Mielke  
TODD MIELKE, Vice-Chair

Shelly O'Quinn  
SHELLY O'QUINN, Commissioner



**Agenda Sheet for City Council Meeting of:**

04/29/2013

**Date Rec'd**

4/17/2013

**Clerk's File #**

OPR 2013-0324

**Renews #**

OPR 2012-0529

<b>Submitting Dept</b>	CITY ATTORNEY	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	ELLEN O'HARA 835-5994	<b>Project #</b>	
<b>Contact E-Mail</b>	EOHARA@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0500-2013 MENTAL HEALTH COURT INTERLOCAL		

**Agenda Wording**

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court. An important outcome resulting from this Court is improved public safety.

**Summary (Background)**

The City and County work cooperatively to maintain a Mental Health Court for the City and County residents. This court has a District Court judge working part time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

<b>Fiscal Impact</b>		<b>Budget Account</b>
Revenue	\$ 62,205.75	# 0500-19500-99999-33815
Revenue	\$ 88,144.25	# 0700-19500-99999-33815
Select	\$	#
Select	\$	#
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	BURNS, BARBARA	<b>Study Session</b>
<b>Division Director</b>		<b>Other</b>
<b>Finance</b>	LESESNE, MICHELE	<b>Distribution List</b>
<b>Legal</b>	BURNS, BARBARA	ebrown@spokanecity.org
<b>For the Mayor</b>	SANDERS, THERESA	ehara@spokanecity.org
<b>Additional Approvals</b>		mlogan@spokanecity.org
<b>Purchasing</b>		stucker@spokanecounty.org
		derickson@spokanecounty.org
		kknox@spokanecity.org
		jrodgers@spokanecity.org

APPROVED BY SPOKANE CITY COUNCIL ON

4/29/13  
  
SPOKANE CITY CLERK

601

**BRIEFING PAPER**  
**City of Spokane**  
**City Legal-City Prosecutor's Office**  
**Mental Health Court Interlocal**  
**April 15, 2013**

---

**Subject**

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.

**Background**

The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

**Impact**

- improved access for defendants to public mental health treatment services
- improved well-being of defendants, who are serviced by professional specialists
- prevents unnecessary incarceration of defendants with mental health issues

An important outcome resulting from this Court for the larger community is improved public safety.

**Action**

Recommendation of the Public Safety Committee for City Council approval of the 2013 Spokane Mental Health Court Interlocal Agreement (January 1, 2013 – December 31, 2013).

**Funding**

City funds for this interlocal agreement are available in the City's 2013 annual budget.

**MENTAL HEALTH COURT INTERLOCAL AGREEMENT**

(January 1, 2013 - December 31, 2013)

13 - 0501

**THIS AGREEMENT** entered into among SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**."

**WITNESSETH:**

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

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005,

General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, the COUNTY is desirous of making 2013 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and Resolution No. 08-1071 available to the PARTIES in conjunction with an 2013 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

**SECTION NO. 1:     **PURPOSE.****

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY through the Regional Support Network (RSN) solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions Nos. 05-1163 and 08-1071.

**SECTION NO. 2:     **TERM.****

This Agreement shall begin on January 1, 2013, and continue until December 31, 2013.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2013, for any individual who has been accepted into and remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the

City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O") provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution Nos. 05-1163 and 08-1071. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 are less than those projected. Any such reduction will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2013 1/10<sup>th</sup> of 1% sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

Forty--five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the PUBLIC DEFENDER back to the PUBLIC DEFENDER.

### **SECTION NO. 3:     RESPONSIBILITIES OF PARTIES**

#### **A.     FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.**

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

- 1)     City Presiding Judge:
  - Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,
  - Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
  - Executing the order of transfer from the Municipal Court to the Mental Health Court.

2) City Prosecutor:

- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
- Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
- Representing the interests only of the CITY in conjunction with the Mental Health Court.

3) City Public Defender:

- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
- Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**B. CITY:**

- 1) Employ and house an Assistant City Prosecutor and necessary staff to be assigned to the Mental Health Court. The City Prosecutor and staff shall represent **ONLY** the interests of the City in conjunction with the Mental Health Court. The Assistant City Prosecutor will work with the PROSECUTOR to cross deputize deputies to facilitate Mental Health Court proceedings.
- 2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represents the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**C. PROSECUTOR:**

- 1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Mental Health Court. The County Prosecutor and necessary staff shall represent the interests ONLY of the State and County in conjunction with the Mental Health Court. The PROSECUTOR will work with the City Prosecutor to cross deputize deputies to facilitate Mental Health Court proceedings.

**D. PUBLIC DEFENDER:**

- 1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

**E. COUNTY:**

- 1) Provide funding through the RSN **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071, for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

**F. LIMITED RESOURCES / COOPERATION:**

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.
- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of

dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.

- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

#### **SECTION NO. 4:     COMPENSATION**

The COUNTY through the Regional Support Network (RSN) shall reimburse the CITY, PROSECUTOR, and PUBLIC DEFENDER on a quarterly basis for expenditures any PARTY incurs as provided for in Attachment "A".

The CITY shall send all requests for reimbursement for the City as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PROSECUTOR shall send all requests for reimbursement for the Prosecutor as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by the CITY, PROSECUTOR, or PUBLIC DEFENDER shall include a certification that the reimbursement requested was solely for expenditures by the PARTY to meet its responsibilities in Section No. 3. Reimbursement by the County RSN to the CITY, PROSECUTOR, or PUBLIC DEFENDER shall normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the County RSN reimburse any PARTY in excess of that amount set forth in Attachment "A".

#### **SECTION NO. 5:     AGREEMENT TO BE FILED**

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

#### **SECTION NO. 6:     MAINTENANCE OF RECORDS**

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY 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.

#### **SECTION NO. 7:     ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

#### **SECTION NO. 8:     PROPERTY UPON TERMINATION**

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

#### **SECTION NO. 9:     LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

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 negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

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 negligence or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, 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. 10:   NOTICES**

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

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

Copy:                                 County Regional Support Network  
312 W. 8<sup>th</sup> Avenue  
Spokane, Washington 99204

CITY:                                 City Administrator or his/her authorized representative  
City Hall, Seventh Floor  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3303

Copies:                            City Public Defender  
824 North Monroe Street  
Spokane, Washington 99201

City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

PROSECUTOR:                    Spokane County Prosecuting Attorney  
1100 West Mallon Avenue  
Spokane, Washington 99260

PUBLIC DEFENDER:               Spokane County Public Defender  
1033 West Gardner Avenue  
Gardner Court Building  
Spokane, Washington 99260

## **SECTION NO. 11:   INSURANCE**

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

- (1)     Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. The CITY shall not receive any funds through the RSN until a Certificate of Insurance, meeting the requirements set forth herein has been approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

#### **SECTION NO. 12: NON-WAIVER**

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

#### **SECTION NO. 13: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

#### **SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

#### **SECTION NO. 15: MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

**SECTION NO. 16: ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

**SECTION NO. 17: SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

**SECTION NO. 18: 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. 19: 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. 20: VENUE STIPULATION**

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**SECTION NO. 21: COUNTERPARTS**

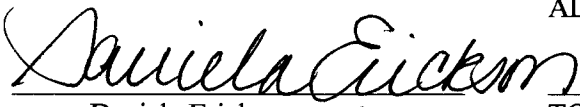
This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

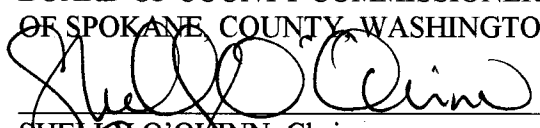
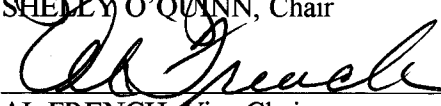
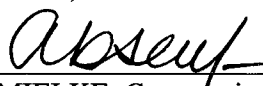
**SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES**

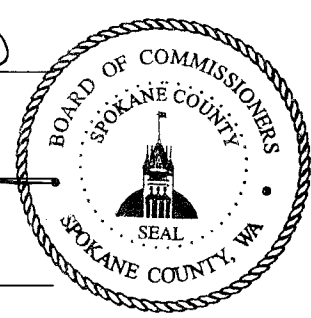
- A. Purpose. See Section No. 1 above.
- B. Duration. See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.

- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.
- H. Property upon Termination. See Section No. 7 above.

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

DATED: 5/21/2013  
 ATTEST:  
  
 Daniela Erickson  
 Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
 OF SPOKANE COUNTY, WASHINGTON  
  
 SHELLY O'QUINN, Chair  
  
 AL FRENCH, Vice Chair  
  
 TODD MIELKE, Commissioner

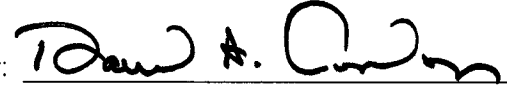


DATED: 05.13.2013

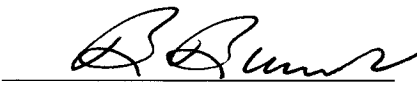
CITY OF SPOKANE:

Attest:

  
 City Clerk (Acting)

By:   
 Mayor  
 David A. Condon  
 Mayor  
 City of Spokane

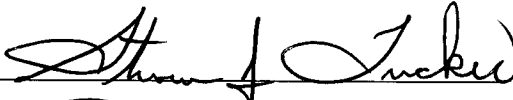
Approved as to form:

  
 Assistant City Attorney



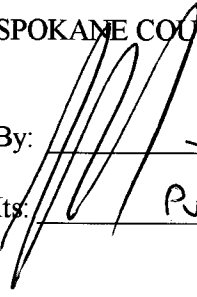
DATED: 5/24/13

SPOKANE COUNTY PROSECUTING  
ATTORNEY

By:   
Its: PROSECUTOR  
(Title)

DATED: 5-28-13

SPOKANE COUNTY PUBLIC DEFENDER

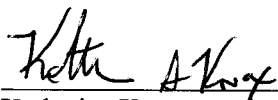
By:  John T. Rodgers  
Its: PUBLIC DEFENDER  
(Title)

Approved:

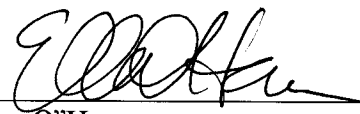
CITY OF SPOKANE MUNICIPAL COURT

  
Mary Logan, Presiding Judge

CITY PUBLIC DEFENDER

  
Katherine Knox

CITY PROSECUTOR

  
Ellen O'Hara

**ATTACHMENT "A"**

<b>PARTY</b>	<b>COUNTY FUNDING FROM MENTAL HEALTH TAX</b>	<b>FUNDING TO BE USED FOR</b>
CITY	\$150,350.00	City Prosecutor/Support Staff/M&O (\$62,205.75), and City Public Defender/Support Staff/M&O (\$88,144.25),  or for either of the above so long as the funding is used only for either item and is consistent with RCW 82.14.460.
COUNTY PROSECUTOR	\$96,141.00	County Prosecutor/Support Staff/M&O Note: This amount of funding included a one-time adjustment of \$35,000.
COUNTY PUBLIC DEFENDER	\$164,337.00	County Public Defender/Support Staff/M&O Note: This amount of funding included a one-time adjustment of \$48,000.

NO. 13-0501

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A MENTAL )  
HEALTH COURT INTERLOCAL AGREEMENT )  
AMONG SPOKANE COUNTY, CITY OF )  
SPOKANE, SPOKANE COUNTY )  
PROSECUTING ATTORNEY AND SPOKANE )  
COUNTY PUBLIC DEFENDER FOR )  
CALENDAR YEAR 2013 )

**RESOLUTION**

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

**WHEREAS**, pursuant to RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to RCW 36.26.070, the Spokane County Public Defender must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and Laws of the State of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the City of Spokane is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006 and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008 to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009 and terminating March 31, 2014 to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

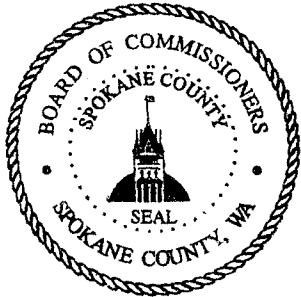


**WHEREAS**, the County is desirous of making moneys available from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and Resolution No. 08-1071 to the parties in conjunction with an expanded Mental Health Court; and

**WHEREAS**, pursuant to the provision of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, pursuant to the provisions RCW 36.32.120(6), chapter 39.34 RCW and RCW 82.14.460, that either the Chairman of the Board or a majority of the Board be and are hereby authorized to execute that document entitled "MENTAL HEALTH COURT INTERLOCAL AGREEMENT" (January 1, 2013 – December 31, 2013) pursuant to which the County will make available to the City of Spokane, Spokane County Prosecuting Attorney and the Spokane County Public Defender certain revenues from the one tenth of one-percent of mental health sales and use tax to be used in conjunction with their respective participation in the Mental Health Court.

**PASSED AND ADOPTED** this 21st day of May 2013.



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

[Signature]  
SHELLY O'QUINN, Chair

[Signature]  
AL FRENCH, Vice-Chair

[Signature]  
Daniela Erickson, Clerk of the Board  
13-0501

[Signature]  
TODD MIELKE, Commissioner

**Agenda Sheet for City Council Meeting of:**

06/25/2012

**Date Rec'd**

6/6/2012

**Clerk's File #**

OPR 2012-0529

**Renews #**

OPR 2011-0541

**Submitting Dept**

CITY ATTORNEY

**Cross Ref #****Contact Name/Phone**NANCY ISSERLIS 625-6287 OR 835-  
OR MICHAEL 5994  
REINKEN**Project #****Contact E-Mail**NISSERLIS@SPOKANECITY.ORG,  
MREINKEN@SPOKANECITY.ORG**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

0500-2012 MENTAL HEALTH COURT INTERLOCAL

**Agenda Wording**

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court. An important outcome resulting from this Court is improved public safety.

**Summary (Background)**

The City and County work cooperatively to maintain a Mental Health Court for the City and County residents. This court has a District Court judge working part time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

**Fiscal Impact****Budget Account**

Revenue \$ 62,205.75

# 0500-19500-99999-33815

Revenue \$ 88,144.25

# 0700-19500-99999-33815

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

BURNS, BARBARA

**Study Session****Division Director****Other**COUNCIL BRIEFING JUNE  
18, 2012**Finance**

LESESNE, MICHELE

**Distribution List****Legal**

BURNS, BARBARA

**For the Mayor**

FEIST, MARLENE

**Additional Approvals****Purchasing**

APPROVED BY SPOKANE CITY COUNCIL

JUN 25 2012

(Acting)

SPOKANE CITY CLERK

**BRIEFING PAPER**  
**City of Spokane**  
**City Legal-City Prosecutor's Office**  
**Mental Health Court Interlocal**  
**June 25, 2012**

---

**Subject**

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.

**Background**

The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

**Impact**

- improved access for defendants to public mental health treatment services
- improved well-being of defendants, who are serviced by professional specialists
- prevents unnecessary incarceration of defendants with mental health issues

An important outcome resulting from this Court for the larger community is improved public safety.

**Action**

Recommendation of the Public Safety Committee for City Council approval of the 2012 Spokane Mental Health Court Interlocal Agreement (January 1, 2012 – December 31, 2012).

**Funding**

City funds for this interlocal agreement are available in the City's 2011 annual budget.

**MENTAL HEALTH COURT INTERLOCAL AGREEMENT**

(January 1, 2012 December 31, 2012)

**THIS AGREEMENT** entered into among SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**."

**WITNESSETH:**

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

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one

tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, the COUNTY is desirous of making 2012 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and Resolution No. 08-1071 available to the PARTIES in conjunction with an 2012 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

**SECTION NO. 1:     PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY through the Regional Support Network (RSN) solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions Nos. 05-1163 and 08-1071.

**SECTION NO. 2:     TERM.**

This Agreement shall begin on January 1, 2012, and continue until December 31, 2012.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2012, for any individual who has been accepted into and remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O") provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution Nos. 05-1163 and 08-1071. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 are less than those projected. Any such reduction will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2012 1/10<sup>th</sup> of 1% sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

Forty--five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the PUBLIC DEFENDER back to the PUBLIC DEFENDER.

### **SECTION NO. 3:     RESPONSIBILITIES OF PARTIES**

#### **A.     FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.**

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

- 1) City Presiding Judge:
  - Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,
  - Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
  - Executing the order of transfer from the Municipal Court to the Mental Health Court.

- 2) City Prosecutor:
  - Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
  - Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
  - Representing the interests only of the CITY in conjunction with the Mental Health Court.
- 3) City Public Defender:
  - Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court, and
  - Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**B. CITY:**

- 1) Employ and house a City Prosecutor and necessary staff to be assigned to the Mental Health Court. The City Prosecutor and staff shall represent **ONLY** the interests of the City in conjunction with the Mental Health Court. The City Prosecutor will work with the PROSECUTOR to cross deputize deputies to facilitate Mental Health Court proceedings.
- 2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**C. PROSECUTOR:**

- 1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Mental Health Court. The County Prosecutor and necessary staff shall represent the interests **ONLY** of the State and County in conjunction with the Mental Health Court. The PROSECUTOR will work with the City Prosecutor to cross deputize deputies to facilitate Mental Health Court proceedings.

**D. PUBLIC DEFENDER:**

- 1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

**E. COUNTY:**

- 1) Provide funding through the RSN **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071, for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

**F. LIMITED RESOURCES / COOPERATION:**

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.
- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.
- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated



resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

#### **SECTION NO. 4:     COMPENSATION**

The COUNTY through the Regional Support Network (RSN) shall reimburse the CITY, PROSECUTOR, and PUBLIC DEFENDER on a quarterly basis for expenditures any PARTY incurs as provided for in Attachment “A”.

The CITY shall send all requests for reimbursement for the City as set forth in Attachment “A” to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PROSECUTOR shall send all requests for reimbursement for the Prosecutor as set forth in Attachment “A” to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment “A” to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by the CITY, PROSECUTOR, or PUBLIC DEFENDER shall include a certification that the reimbursement requested was solely for expenditures by the PARTY to meet its responsibilities in Section No. 3. Reimbursement by the County RSN to the CITY, PROSECUTOR, or PUBLIC DEFENDER shall normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the County RSN reimburse any PARTY in excess of that amount set forth in Attachment “A”.

#### **SECTION NO. 5:     AGREEMENT TO BE FILED**

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

#### **SECTION NO. 6:     MAINTENANCE OF RECORDS**

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY 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.

#### **SECTION NO. 7:     ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

**SECTION NO. 8:     PROPERTY UPON TERMINATION**

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

**SECTION NO. 9:     LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

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 negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

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 negligence or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, 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. 10:     NOTICES**

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

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

Copies: County Regional Support Network  
312 W. 8<sup>th</sup> Avenue  
Spokane, Washington 99204

CITY: City Administrator or his/her authorized representative  
City Hall, Seventh Floor  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3303

Copies: City Public Defender  
824 North Monroe Street  
Spokane, Washington 99201

City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

PROSECUTOR: Spokane County Prosecuting Attorney  
1100 West Mallon Avenue  
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender  
1033 West Gardner Avenue  
Gardner Court Building  
Spokane, Washington 99260

#### **SECTION NO. 11: INSURANCE**

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. The CITY shall not receive any funds through the RSN until a Certificate of Insurance, meeting the requirements set forth herein has been approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

#### **SECTION NO. 12: NON-WAIVER**

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

#### **SECTION NO. 13: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

#### **SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

#### **SECTION NO. 15: MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

**SECTION NO. 16: ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

**SECTION NO. 17: SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

**SECTION NO. 18: 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. 19: 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. 20: VENUE STIPULATION**

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**SECTION NO. 21: COUNTERPARTS**

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

**SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES**

- A. Purpose. See Section No. 1 above.
- B. Duration. See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.

- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.
- H. Property upon Termination. See Section No. 7 above.

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

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

DATED: July 17, 2012

Todd Mielke  
TODD MIELKE, Chair

ATTEST:

Daniela Erickson  
Daniela Erickson 12-0574  
Clerk of the Board

Mark Richard  
MARK RICHARD, Vice Chair

Al French  
AL FRENCH, Commissioner

DATED: 6/29/12

CITY OF SPOKANE:

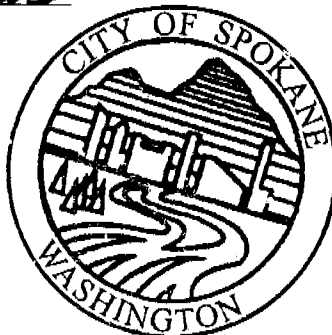
Attest:

Terri J. Fisher  
City Clerk

By: David A. Condon  
Mayor  
David A. Condon  
Mayor  
City of Spokane

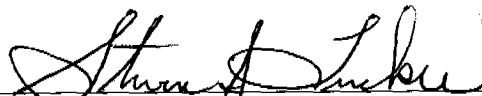
Approved as to form:

D. Burns  
Assistant City Attorney



DATED: 8/14/12

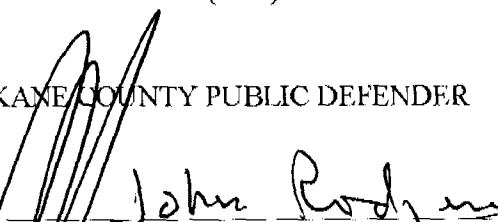
SPOKANE COUNTY PROSECUTING  
ATTORNEY

By: 

Its: Prosecutor  
(Title)

DATED: 8-13-12

SPOKANE COUNTY PUBLIC DEFENDER

By: 


Its: Public Defender  
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

  
Mary Logan, Presiding Judge

CITY PUBLIC DEFENDER

  
Katherine Knox

ACTING CITY PROSECUTOR

  
Nancy Isserlis

**ATTACHMENT "A"**

<b>PARTY</b>	<b>COUNTY FUNDING FROM MENTAL HEALTH TAX</b>	<b>FUNDING TO BE USED FOR</b>
CITY	\$150,350.00	City Prosecutor/Support Staff/M&O ( \$62,205.75 ) City Public Defender/Support Staff/M&O (\$88,144.25)
COUNTY PROSECUTOR	\$75,175.00	County Prosecutor/Support Staff/M&O
COUNTY PUBLIC DEFENDER	\$75,175.00	County Public Defender/Support Staff/M&O



NO. 12-0574

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A MENTAL )  
HEALTH COURT INTERLOCAL AGREEMENT )  
AMONG SPOKANE COUNTY, CITY OF )  
SPOKANE, SPOKANE COUNTY )  
PROSECUTING ATTORNEY AND SPOKANE )  
COUNTY PUBLIC DEFENDER FOR )  
CALENDAR YEAR 2012 )

**RESOLUTION**

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

**WHEREAS**, pursuant to RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to RCW 36.26.070, the Spokane County Public Defender must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and Laws of the State of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the City of Spokane is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006 and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008 to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009 and terminating March 31, 2014 to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, the County is desirous of making moneys available from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and Resolution No. 08-1071 to the parties in conjunction with an expanded Mental Health Court; and

**WHEREAS**, pursuant to the provision of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, pursuant to the provisions RCW 36.32.120(6), chapter 39.34 RCW and RCW 82.14.460, that either the Chairman of the Board or a majority of the Board be and are hereby authorized to execute that document entitled "MENTAL HEALTH COURT INTERLOCAL AGREEMENT" (January 1, 2012 – December 31, 2012) pursuant to which the county will make available to the City of Spokane, Spokane County Prosecuting Attorney and the Spokane County Public Defender certain revenues from the one tenth of one-percent of mental health sales and use tax to be used in conjunction with their respective participation in the Mental Health Court.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of July 2012.

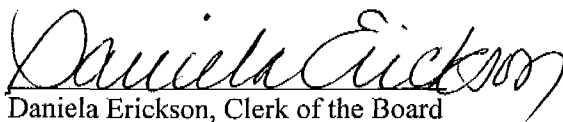


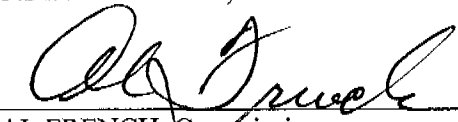
ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
TODD MIELKE, Chair

  
MARK RICHARD, Vice-Chair

  
Daniela Erickson, Clerk of the Board  
12 - 0574

  
AL FRENCH, Commissioner

## AGENDA SHEET

**SUBMITTING DEPARTMENT:** County Prosecutor and County Public Defender

**CONTACT PERSON:** Steve Tucker, Prosecuting Attorney/ John Rodgers, Director of Public Defenders

**PHONE NUMBER:** 477-3662/477-4246

**CHECK TYPE OF MEETING ITEM BELOW:**

**BELOW FOR CLERK'S USE ONLY:**

9:30 AM CEO MEETING: ☐

2:00 PM CONSENT AGENDA: X  
BY LEAVE: ☐

5:30 PM LEGISLATIVE SESSION: ☐  
BY LEAVE: ☐

SPECIAL SESSION: ☐

Clerk's Resolution No. 12-0574  
Approved: Majority/Unanimous \_\_\_\_\_  
Denied: Majority/Unanimous \_\_\_\_\_  
Renews/Amends No. \_\_\_\_\_  
Public Works No. \_\_\_\_\_  
Purchasing Dept. No. \_\_\_\_\_

**AGENDA TITLE:** In the matter of executing a Mental Health Court Interlocal Agreement among Spokane County, City of Spokane, Spokane County Prosecuting Attorney and Spokane County Public Defender for Calendar year 2012.

**BACKGROUND:** (Attach separate sheet(s) if necessary):

The County will make available to the City of Spokane, Spokane County Prosecuting Attorney and the Spokane County Public Defender certain revenues from the one tenth of one-percent of mental health sales and use tax to be used in conjunction with their respective participation in the Mental Health Court.

**FISCAL IMPACT:** County Prosecutor \$75,175.00  
County Public Defender \$75,175.00

**REQUESTED BOARD ACTION:** Approve

**SIGNATURES:** (Signatures must be completed before submitting to the Clerk of the Board).

1) Legal Department

3) Budget Office

5) Guy Cavender, Central Services


2) Auditor's Office

4) Department Head/Elected Official or  
Designated Authority (Requesting Agenda Item)

Other

☐ This item will need to be codified in the Spokane County Code.

10/05/2011  
SAB

<b>CITY OF SPOKANE</b>		<b>Agenda Sheet for City Council Meeting of*</b>		<b>Date Rec'd</b> (Clerk use only)	06/15/2011
		<b>06/27/2011</b>		<b>Clerk's File #</b>	OPR 2011-0541
<b>Status: CLERK REVIEW</b>				<b>Renews #</b>	
<b>Submitting Dept*:</b>		CITY ATTORNEY		<b>Cross Ref #</b>	
<b>Contact Name &amp; Phone*:</b>		MARY MURAMATSU 835-5994		<b>Project #</b>	
<b>Contact E-Mail*</b>		MMURAMATSU@SPOKANECITY.ORG		<b>Bid #</b>	
<b>Add'l Docs Attached?</b> <input checked="" type="checkbox"/>		Contract Item		<b>Requisition #</b>	
<b>Agenda Item Name:</b> Begin with Dept # 0500-2011 MENTAL HEALTH COURT INTERLOCAL					
<b>Agenda Wording*:</b> 93 character max) <input type="checkbox"/> Additional attached? Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.					
<b>Summary (Background)*:</b> 22 character max.) <input type="checkbox"/> Additional attached? The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City cases only. City and County public defenders represent the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.					
<b>Fiscal Impact</b> <b>Budget Account</b> <input type="checkbox"/> Additional attached?					
Revenue		\$ 64,724.50	#	0500-19500-99999-33815	
Revenue		\$ 90,663.00	#	0700-19500-99999-33815	
Select		\$	#		
Select		\$	#		
<b>Approvals</b>			<b>Council Notifications (Date)</b> <input type="checkbox"/> None		
Dept Head			Study Session		
Division Director			Other		6/20/11-PSC
Finance		LESESNE, MICHELE	<b>Distribution List</b> (Emails preferred) <input type="checkbox"/> Additional?		
Legal			mmuramatsu@spokanecity.org		
For the Mayor		WEBSTER, DOROTHY	epbrown@spokanecity.org		
<b>Additional Approvals</b>			stucker@spokanecounty.org		
Purchasing			derickson@spokanecounty.org		
Select Dept 1			kknox@spokanecity.org		
Select Dept 2			jrodgers@spokanecounty.org		
Select Dept 3			mlogan@spokanecity.org		
Save		Cancel		View Related Documents	
APPROVED BY SPOKANE CITY COUNCIL					

on  
6/27/11  
*L. J. P. [Signature]*  
SPOKANE CITY CLERK

**BRIEFING PAPER**  
**City of Spokane**  
**City Legal-City Prosecutor's Office**  
**Mental Health Court Interlocal**  
**June 20, 2011**

---

**Subject**

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.

**Background**

The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

**Impact**

- improved access for defendants to public mental health treatment services
- improved well-being of defendants, who are serviced by professional specialists
- prevents unnecessary incarceration of defendants with mental health issues

An important outcome resulting from this Court for the larger community is improved public safety.

**Action**

Recommendation of the Public Safety Committee for City Council approval of the 2011 Spokane Mental Health Court Interlocal Agreement (January 1, 2011 – December 31, 2011).

**Funding**

City funds for this interlocal agreement are available in the City's 2011 annual budget.

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For further information contact: Mary Muramatsu, Spokane City Prosecutor, at 835-5994, or [mmuramatsu@spokanecity.org](mailto:mmuramatsu@spokanecity.org)

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

RECEIVED  
10-03-2011  
CITY CLERK'S OFFICE  
SPOKANE, WA

IN THE MATTER OF EXECUTING A MENTAL )  
HEALTH COURT INTERLOCAL AGREEMENT )  
AMONG SPOKANE COUNTY, CITY OF )  
SPOKANE, SPOKANE COUNTY )  
PROSECUTING ATTORNEY AND SPOKANE )  
COUNTY PUBLIC DEFENDER FOR )  
CALENDAR YEAR 2010 )

**RESOLUTION**

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

**WHEREAS**, pursuant to RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to RCW 36.26.070, the Spokane County Public Defender must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and Laws of the State of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the City of Spokane is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006 and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008 to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009 and terminating March 31, 2014 to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

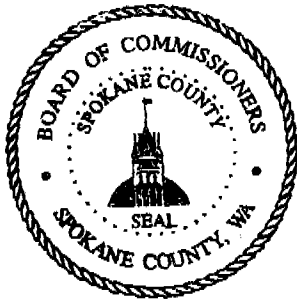
**WHEREAS**, the County is desirous of making moneys available from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and Resolution No. 08-1071 to the parties in conjunction with an expanded Mental Health Court; and

**WHEREAS**, pursuant to the provision of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.


**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, pursuant to the provisions RCW 36.32.120(6), chapter 39.34 RCW and RCW 82.14.460, that either the Chairman of the Board or a majority of the Board be and are hereby authorized to execute that document entitled "MENTAL HEALTH COURT INTERLOCAL AGREEMENT" (January 1, 2011 – December 31, 2011) pursuant to which the county will make available to the City of Spokane, Spokane County Prosecuting Attorney and the Spokane County Public Defender certain revenues from the one tenth of one-percent of mental health sales and use tax to be used in conjunction with their respective participation in the Mental Health Court.

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of August 2011


ATTEST:

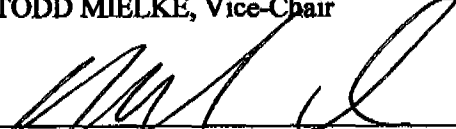


BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
AL FRENCH, Chair

  
TODD MIELKE, Vice-Chair

  
Daniela Erickson, Clerk of the Board  
11-0738

  
MARK RICHARD, Commissioner

**MENTAL HEALTH COURT INTERLOCAL AGREEMENT**

(January 1, 2011 December 31, 2011)

OPR 11-541

**THIS AGREEMENT** entered into among SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**."

**WITNESSETH:**

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

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a



sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, the COUNTY is desirous of making 2011 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and Resolution No. 08-1071 available to the PARTIES in conjunction with an 2011 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

**SECTION NO. 1:    PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY through the Regional Support Network (RSN) solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions Nos. 05-1163 and 08-1071.

**SECTION NO. 2:    TERM.**

This Agreement shall begin on January 1, 2011, and continue until December 31, 2011.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2011, for any individual who has been accepted into and remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O") provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution Nos. 05-1163 and 08-1071. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 are less than those projected. Any such reduction will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2011 1/10<sup>th</sup> of 1% sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

Forty--five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the PUBLIC DEFENDER back to the PUBLIC DEFENDER.

### **SECTION NO. 3: RESPONSIBILITIES OF PARTIES**

#### **A. FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.**

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

- 1) City Presiding Judge:
  - Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,
  - Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
  - Executing the order of transfer from the Municipal Court to the Mental Health Court.
- 2) City Prosecutor:

- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
  - Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
  - Representing the interests only of the CITY in conjunction with the Mental Health Court.
- 3) City Public Defender:
- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
  - Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**B. CITY:**

- 1) Employ and house a City Prosecutor and necessary staff to be assigned to the Mental Health Court. The City Prosecutor and staff shall represent **ONLY** the interests of the City in conjunction with the Mental Health Court. The CITY and PROSECUTOR recognize that in 2010 the PROSECUTOR specially deputized a City Prosecutor to handle cases which the PROSECUTOR would normally handle in the Mental Health Court. However, in 2011 the PROSECUTOR determined to separately handle its cases.
- 2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represents the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**C. PROSECUTOR:**

- 1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Mental Health Court. The County Prosecutor and necessary staff shall represent the interests **ONLY** of the State and County in conjunction with the Mental Health Court.

**D. PUBLIC DEFENDER:**

- 1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

**E. COUNTY:**

- 1) Provide funding through the RSN **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071, for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

**F. LIMITED RESOURCES / COOPERATION:**

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.
- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.
- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

**SECTION NO. 4:    COMPENSATION**

The COUNTY through the Regional Support Network (RSN) shall reimburse the CITY, PROSECUTOR, and PUBLIC DEFENDER on a quarterly basis for expenditures any PARTY incurs as provided for in Attachment "A".

The CITY shall send all requests for reimbursement for the City as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PROSECUTOR shall send all requests for reimbursement for the Prosecutor as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by the CITY, PROSECUTOR, or PUBLIC DEFENDER shall include a certification that the reimbursement requested was solely for expenditures by the PARTY to meet its responsibilities in Section No. 3. Reimbursement by the County RSN to the CITY, PROSECUTOR, or PUBLIC DEFENDER shall normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the County RSN reimburse any PARTY in excess of that amount set forth in Attachment "A".

**SECTION NO. 5:    AGREEMENT TO BE FILED**

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

**SECTION NO. 6:    MAINTENANCE OF RECORDS**

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY 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.

**SECTION NO. 7:    ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

**SECTION NO. 8:    PROPERTY UPON TERMINATION**

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

**SECTION NO. 9:    LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

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 negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

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 negligence or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, 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. 10:    NOTICES**

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

COUNTY:  
Page 7 of 13

Chief Executive Officer or his/her authorized representative

1116 West Broadway Avenue  
Spokane, Washington 99260

Copies: County Regional Support Network  
312 W. 8<sup>th</sup> Avenue  
Spokane, Washington 99204

CITY: City Administrator or his/her authorized representative  
City Hall, Seventh Floor  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3303

Copies: City Public Defender  
824 North Monroe Street  
Spokane, Washington 99201

PROSECUTOR: City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201  
Spokane County Prosecuting Attorney  
1100 West Mallon Avenue  
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender  
1033 West Gardner Avenue  
Gardner Court Building  
Spokane, Washington 99260

**SECTION NO. 11: INSURANCE**

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$5,000,000;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;

- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**SECTION NO. 12: NON-WAIVER**

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

**SECTION NO. 13: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

**SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

**SECTION NO. 15: MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

**SECTION NO. 16: ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.



**SECTION NO. 17: SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

**SECTION NO. 18: 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. 19: 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. 20: VENUE STIPULATION**

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**SECTION NO. 21: COUNTERPARTS**

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

**SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES**

- A. Purpose. See Section No. 1 above.
- B. Duration. See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.

G. Termination. See Section No. 2 above.

H. Property upon Termination. See Section No. 7 above.

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

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

DATED: 8/23/11

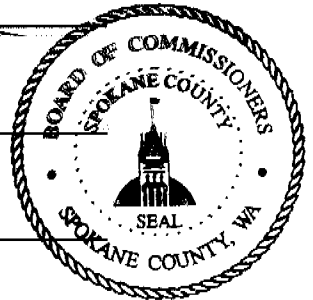
AL French  
AL FRENCH, Chair

ATTEST:

Todd Mielke  
TODD MIELKE, Vice Chair

Daniela Erickson  
Daniela Erickson 11- 0738  
Clerk of the Board

Mark Richard  
MARK RICHARD, Commissioner



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

CITY OF SPOKANE:

Attest:

By: Thomas E. Danek, Jr.

Thomas E. Danek, Jr., City Administrator

Acting [Signature]  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney



DATED: 9/28/11

SPOKANE COUNTY PROSECUTING  
ATTORNEY

By: [Signature]

Its: PROSECUTOR

(Title)

11-0738

DATED: 9-28-11

SPOKANE COUNTY PUBLIC DEFENDER

By:

John Rodgers

Its:

PUBLIC DEFENDER

(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

Mary Logan

Mary Logan, Presiding Judge

CITY PUBLIC DEFENDER

Katherine A. Knox

Katherine Knox

CITY PROSECUTOR

Mary Muramatsu

Mary Muramatsu

11- 0738

**ATTACHMENT "A"**

<b>PARTY</b>	<b>COUNTY FUNDING FROM MENTAL HEALTH TAX</b>	<b>FUNDING TO BE USED FOR</b>
<b>CITY</b>	\$155,387.50	City Prosecutor/Support Staff/M&O (\$64,724.50) City Public Defender/Support Staff/M&O (\$90,663.00)
<b>COUNTY PROSECUTOR</b>	\$64,724.50	County Prosecutor/Support Staff/M&O (\$64,724.50)
<b>COUNTY PUBLIC DEFENDER</b>	\$75,000.00	County Public Defender/Support Staff/M&O (\$75,000.00)

RECEIVED  
APR 29 2010



**AGENDA SHEET FOR COUNCIL MEETING OF: 5-10-10**

Submitting Dept.  
Legal (Prosecutors)

Contact Person/Phone No.  
Stephen J. Hallstrom 835-5988

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
- o Public Safety 4/19/10
- o Public Works

**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  
RENEWALS  
CROSS REF  
ENG  
BID  
REQUISITION

CPR 2010-0336

**STANDING COMMITTEES**

(Date of Notification)

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

Neighborhood/Commission/Committee Notified:  
Action Taken:

**AGENDA WORDING:**

(If contract, include the term.)

2010 Interlocal Agreement with Spokane County, Spokane County Prosecuting Attorney and Spokane County Public Defender supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court

**BACKGROUND:**

(Attach additional sheet if necessary)

The City and County work cooperatively to maintain a Mental Health Court for County and City residents. This court has a District Court Judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City and County cases and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. All City Mental Health Court positions are funded by a non-general fund, county-wide sales tax provision.

**RECOMMENDATION:** Approve

<b>Fiscal Impact:</b> o N/A	<b>Budget Account:</b> o N/A
o Expenditure:	#
x Revenue: \$220,112.00	#0500-19500-99999-33815 (\$129,449)
o Budget Neutral	#0700-19500-99999-33815 (\$96,663)

**ATTACHMENTS:** Include in Packets: Contract  
On file for Review in Office of City Clerk:

**SIGNATURES:**

Department Head

Division Director

Finance *mrl*

Legal

For the Mayor

Council President

**DISTRIBUTION:** Contract Accounting  
Spokane County

Prosecutor-Stephen Hallstrom  
Defender-K.Knox  
Spokane County Prosecuting Attorney

Prosecutor-E. Brown  
Muni Court-C.Marshall  
Spokane County Public Defender

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:  
  
CITY CLERK

10-0489

**MENTAL HEALTH COURT INTERLOCAL AGREEMENT**

(January 1, 2010-December 31, 2010)

OPR 2010-0326

**THIS AGREEMENT** entered into among the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY**," SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**."

**WITNESSETH:**

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

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460 the Board of County Commissioners

10-0489

should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006 and automatically expires on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008 to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009 and terminating March 31, 2014 to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, the COUNTY is desirous of making moneys available from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and Resolution No. 08-1071 to the PARTIES in conjunction with an expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

**SECTION NO. 1:    PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions Nos. 05-1163 and 08-1071.

**SECTION NO. 2:    TERM.**

This Agreement shall begin on January 1, 2010, and continue until December 31, 2010.

The PROSECUTOR, PUBLIC DEFENDER, or CITY may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PROSECUTOR and PUBLIC DEFENDER, will continue to provide prosecution and defense services respectively through December 31, 2010, for any individual who has been accepted into and remains in the Mental Health Court up to the date of the termination. Provided, after the date of Notice of Termination, neither the City Prosecutor nor City Public Defender is obligated to provide prosecution or defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

10-0489

The PARTIES recognize that funding for the positions and related M&O set forth in Section No. 3 hereinafter will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O") set forth in Section No. 3 hereinafter. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution Nos. 05-1163 and 08-1071. Provided further, the COUNTY reserves the right to reduce its funding of those positions and related M&O set forth in Section No. 3 hereinafter in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 are less than those projected. In such circumstance, the COUNTY agrees to give the PARTIES ninety (90) days advance notice of any reduction in funding.

Forty--five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by the City Prosecutor and City Public Defender on behalf of the PROSECUTOR or PUBLIC DEFENDER back to the PROSECUTOR and PUBLIC DEFENDER respectively.

### **SECTION NO. 3:    RESPONSIBILITIES OF PARTIES**

#### **A.    FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.**

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

- 1)    City Presiding Judge:
  - Receiving motions from any party for transfer of an existing Municipal Court case to the Mental Health Court,
  - Participating with the City's Mental Health Court Prosecutor and Public Defender in determining who should be referred to participate in Mental Health Court,
  - Executing the order of transfer from the Municipal Court to the Mental Health Court.
- 2)    City Prosecutor:
  - Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,



10 - 0489

- Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
- 3) City Public Defender:
  - Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
  - Representing those individuals who are accepted into and remain in the Mental Health Court, and

**B. CITY:**

- 1) Continue the employment and housing of one (1) City Prosecutor to be assigned solely to the Mental Health Court. The City Prosecutor shall represent the interests of the City in conjunction with the Mental Health Court as well as the interest of the State and County in conjunction with the Mental Health Court which would otherwise have been represented by the PROSECUTOR.
- 2) Continue the employment and housing of one (1) City Public Defender to be assigned solely to the Mental Health Court. The City Public Defender shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.
- 3) Continue the employment and housing of one (1) Clerk II to be assigned to the City Prosecutor and used solely in conjunction with the Mental Health Court.
- 4) Continue the employment and housing of one-half (½) time Clerk II, or temporary seasonal equivalent person(s), to be assigned to the City Public Defender and used solely in conjunction with the Mental Health Court.
- 5) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represents the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**C. PROSECUTOR:**

- 1) Specially deputize, as provided for by RCW 36.27.040, the City Prosecutor hired by the City and assigned solely to the Mental Health Court to represent the interests of the State and County in conjunction with the Mental Health Court who would otherwise have been represented by the PROSECUTOR.

10-0489

**D. PUBLIC DEFENDER:**

- 1) Employ and house of one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.

**E. COUNTY:**

- 1) Provide funding through the RSN solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071, for those positions hired by the PUBLIC DEFENDER or CITY under the terms of this Agreement as well as M&O in conjunction with such positions. The funding for such positions and M&O is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

**F. LIMITED RESOURCES / COOPERATION:**

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the District Court nor the Municipal Court is a party to this Agreement.
- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the mental health court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.
- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

10-0489

**SECTION NO. 4:    COMPENSATION**

The COUNTY through the Regional Support Network (RSN) shall reimburse the CITY and PUBLIC DEFENDER on a monthly basis for expenditures either party incurs for positions and M&O as set forth in Attachment "A".

The CITY shall send all requests for reimbursement for (i) the Public Defender, (ii) ½ the 50% Clerk, or equivalent temporary seasonal person(s), for the public defender, (iii) the Prosecuting Attorney, (iv) the full-time Clerk for the Prosecuting Attorney, and (v) all the M&O as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by either the CITY or PUBLIC DEFENDER shall identify the particular line item in Attachment "A" for which reimbursement is being requested. Reimbursement by the County RSN to the CITY and PUBLIC DEFENDER shall be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the County RSN reimburse the CITY in an amount in excess of the TWO HUNDRED TWENTY THOUSAND ONE HUNDRED TWELVE DOLLARS (\$220,112.00) or the PUBLIC DEFENDER in an amount of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00). Provided further, the CITY may not use moneys allocated in Attachment "A" for Salary and Benefits for M&O nor may it use moneys allocated in Attachment "A" for M&O for Salary and Benefits without prior approval from the County RSN. Such approval can be evidence by written authorization. The CITY may, however, transfer moneys from any M&O line item to another M&O line item without authorization from the County RSN.

**SECTION NO. 5:    AGREEMENT TO BE FILED**

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

**SECTION NO. 6:    MAINTENANCE OF RECORDS**

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY 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.

10-0489

**SECTION NO. 7:    ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

**SECTION NO. 8:    PROPERTY UPON TERMINATION**

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring PARTY upon termination of the Agreement.

**SECTION NO. 9:    LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

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 negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

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 negligence or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, 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.

10 - 0489

**SECTION NO. 10: NOTICES**

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

COUNTY: Chief Executive Officer or his/her authorized representative  
1116 West Broadway Avenue  
Spokane, Washington 99260  
Copies: County Regional Support Network  
312 W. 8<sup>th</sup> Avenue  
Spokane, Washington 99204

CITY: City Administrator or his/her authorized representative  
City Hall, Seventh Floor  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3303

PROSECUTOR: Spokane County Prosecuting Attorney  
1100 West Mallon Avenue  
Spokane, Washington 99260

Copies: City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

City Public Defender  
824 North Monroe Street  
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender  
1033 West Gardner Avenue  
Gardner Court Building  
Spokane, Washington 99260

**SECTION NO. 11: INSURANCE**

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$5,000,000;

10-0489

- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **SECTION NO. 12: NON-WAIVER**

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

#### **SECTION NO. 13: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

#### **SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

#### **SECTION NO. 15: MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

10-0489

**SECTION NO. 16: ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

**SECTION NO. 17: SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

**SECTION NO. 18: 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. 19: 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 race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, or disability.

**SECTION NO. 20: VENUE STIPULATION**

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**SECTION NO. 21: COUNTERPARTS**

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

**SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES**

- A. Purpose. See Section No. 1 above.
- B. Duration. See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.

- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.
- H. Property upon Termination. See Section No. 7 above.

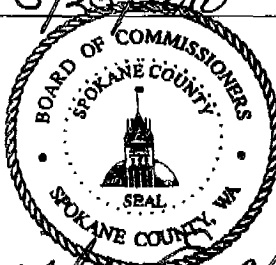
IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year below their respective signatures.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

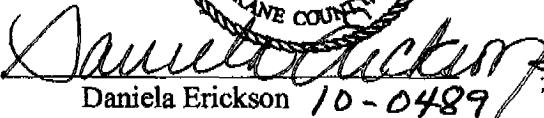
DATED: 5/25/2010


  
MARK RICHARD, Chair

ATTEST:



  
BONNIE MAGER Vice Chair

  
Daniela Erickson 10-0489  
Clerk of the Board

  
TODD MIELKE, Commissioner

DATED: 5/12/10

CITY OF SPOKANE:

Attest:

  
City Clerk

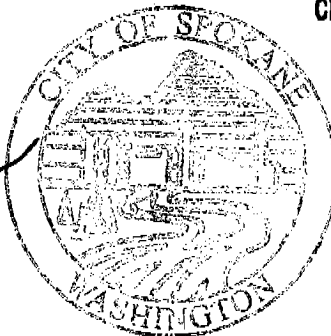
By:

Title:

  
Thomas E. Danek, Jr.  
City Administrator (Title)  
City of Spokane

Approved as to form:

  
Assistant City Attorney





10 - 0489

DATED: 5/28/10

SPOKANE COUNTY PROSECUTING  
ATTORNEY

By: [Signature]  
Its: PROSECUTOR  
(Title)

DATED: 5-27-10

SPOKANE COUNTY PUBLIC DEFENDER

By: [Signature] John Rodgers  
Its: PUBLIC DEFENDER  
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

[Signature]  
Mary Logan, Presiding Judge

10-0489

ATTACHMENT "A"  
OPR 2010-0336COSTS OF THE PARTIES

	<u>PROS.</u>	<u>CITY PUBLIC DEF.</u>
	<u>01/01/10 - 12/31/10</u>	<u>01/01/10 - 12/31/10</u>
	<u>Sal &amp; Ben</u>	<u>Sal &amp; Ben</u>
Prosecuting Attorney - Step 2	75,708	
Clerk II - Step 1(full-time)	50,634	
Public Defender I		77,809
50% Clerk II or equivalent temporary		12,854
Seasonal person(s)		
	<u>M&amp;O</u>	<u>M&amp;O</u>
Office Supplies		
Publications		
Postage		
Minor Equipment		
Desk (one-time cost)		
Chair		
PC		
Phone		
Printer		
FAX		
Travel		
Operating Rentals/Leases		
Registration/Schooling		
Other Dues/Subsc/Memberships		
Printing/Binding (business cards)		
Misc. Expenses	3,107	
	<u>129,449</u>	<u>90,663</u>
Prosecuting Atty. & City and County Public Defender Costs	<u>01/01/10- 12/31/10</u>	
Salary & Benefits	292,000	
M&O	<u>3,107</u>	
TOTAL	<u>295,112</u>	

## COUNTY PUBLIC DEFENDER

Sal and Ben

Attorney I \$75,000

ATTACHMENT "A"  
 ORR 2010-0336

COSTS OF THE PARTIES

	<u>PROS.</u>	<u>CITY PUBLIC DEF.</u>
	<u>01/01/10 –</u>	<u>01/01/10 –</u>
	<u>12/31/10</u>	<u>12/31/10</u>
	<u>Sal &amp; Ben</u>	<u>Sal &amp; Ben</u>
Prosecuting Attorney - Step 2	75,708	
Clerk II – Step 1(full-time)	50,634	
Public Defender I		77,809
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Seasonal person(s)		
	<u>M&amp;O</u>	<u>M&amp;O</u>
Office Supplies		
Publications		
Postage		
Minor Equipment		
Desk (one-time cost)		
Chair		
PC		
Phone		
Printer		
FAX		
Travel		
Operating Rentals/Leases		
Registration/Schooling		
Other Dues/Subsc/Memberships		
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Prosecuting Atty. & City and County Public Defender Costs	<u>01/01/10-- 12/31/10</u>	
Salary & Benefits	292,000	
M&O	<u>3,107</u>	
TOTAL	<u>295,112</u>	

COUNTY PUBLIC DEFENDER

Sal and Ben

Attorney I \$75,000

11.19.2009

RECEIVED

MAY 07 2009

AgSht04.25.2008



**AGENDA SHEET FOR COUNCIL MEETING OF: 5/18/09**

Submitting Dept.  
Legal (Prosecutors)

Contact Person/Phone No.  
Jim Bledsoe 835-5988

Council Sponsor  
Public Safety

CITY CLERK'S OFFICE  
SPOKANE, WA

**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
- x Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE  
RENEWS  
CROSS REF  
ENG  
BID  
REQUISITION

OPR 2009-0427

**STANDING COMMITTEES**

(Date of Notification)

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

- o Public Safety
- o Public Works

Neighborhood/Commission/Committee Notified:  
Action Taken:

**AGENDA**

**WORDING:**

(If contract, include the term.)

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.

**BACKGROUND:**

(Attach additional sheet if necessary)

The City and County work cooperatively to maintain a Mental Health Court for County and City residents. This court has a District Court Judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City and County cases and a City and County public defender representing the indigent. This Interlocal defines the prosecution and defense functions. All city mental health court positions are funded by a non-general fund, county-wide sales tax provision.

**RECOMMENDATION:**

Approve

<b>Fiscal Impact:</b> o N/A	<b>Budget Account:</b> o N/A
o Expenditure:	#
x Revenue: \$220,112	# 0500-1950-9999-33815
o Budget Neutral Yes	0700-1950-9999-33815

**ATTACHMENTS:** Include in Packets: Contract

On file for Review in Office of City Clerk: Contract

**SIGNATURES:**

[Signature]  
Department Head

[Signature]  
Legal

[Signature]  
Division Director

[Signature]  
For the Mayor

[Signature]  
Finance MILL

[Signature]  
Council President

**DISTRIBUTION:**

Contract Accounting  
Taxes & Licenses

Prosecutor - E. Brown  
Defender - K. Knox

Prosecutor - J. Bledsoe  
MUN CT - C. MORSE

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:

May 18, 2009  
[Signature]  
CITY CLERK

9-0639

**MENTAL HEALTH COURT INTERLOCAL AGREEMENT**

(January 1, 2009-December 31, 2009) ~~DPR 2009-0427~~

**THIS AGREEMENT** entered into among the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY**," SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively 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 COUNTY, acting through the Board of County Commissioners, has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460 the Board of County Commissioners

should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006 and automatically expires on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008 to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009 and terminating March 31, 2014 to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, the COUNTY is desirous of making moneys available from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and Resolution No. 08-1071 to the PARTIES in conjunction with an expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

**SECTION NO. 1:    PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions Nos. 05-1163 and 08-1071.

**SECTION NO. 2:    TERM.**

This Agreement shall begin on January 1, 2009, and continue until December 31, 2009.

The PROSECUTOR, PUBLIC DEFENDER, or CITY may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PROSECUTOR and PUBLIC DEFENDER, will continue to provide prosecution and defense services respectively through December 31, 2009, for any individual who has been accepted into and remains in the Mental Health Court up to the date of the termination. Provided, after the date of Notice of Termination, neither the City Prosecutor nor City Public Defender is obligated to provide prosecution or defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the positions and related M&O set forth in Section No. 3 hereinafter will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O") set forth in Section No. 3 hereinafter. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution Nos. 05-1163 and 08-1071. Provided further, the COUNTY reserves the right to reduce its funding of those positions and related M&O set forth in Section No. 3 hereinafter in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071 are less than those projected. In such circumstance, the COUNTY agrees to give the PARTIES ninety (90) days advance notice of any reduction in funding.

Forty--five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by the City Prosecutor and City Public Defender on behalf of the PROSECUTOR or PUBLIC DEFENDER back to the PROSECUTOR and PUBLIC DEFENDER respectively.

### **SECTION NO. 3:    RESPONSIBILITIES OF PARTIES**

#### **A. FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.**

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

- 1)     City Presiding Judge:
  - Receiving motions from any party for transfer of an existing Municipal Court case to the Mental Health Court,
  - Participating with the City's Mental Health Court Prosecutor and Public Defender in determining who should be referred to participate in Mental Health Court,
  - Executing the order of transfer from the Municipal Court to the Mental Health Court.
- 2)     City Prosecutor:
  - Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,

- Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
- 3) City Public Defender:
- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
  - Representing those individuals who are accepted into and remain in the Mental Health Court, and

**B. CITY:**

- 1) Continue the employment and housing of one (1) City Prosecutor to be assigned solely to the Mental Health Court. The City Prosecutor shall represent the interests of the City in conjunction with the Mental Health Court as well as the interest of the State and County in conjunction with the Mental Health Court which would otherwise have been represented by the PROSECUTOR.
- 2) Continue the employment and housing of one (1) City Public Defender to be assigned solely to the Mental Health Court. The City Public Defender shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.
- 3) Continue the employment and housing of one (1) Clerk II to be assigned to the City Prosecutor and used solely in conjunction with the Mental Health Court.
- 4) Continue the employment and housing of one-half (½) time Clerk II, or temporary seasonal equivalent person(s), to be assigned to the City Public Defender and used solely in conjunction with the Mental Health Court.
- 5) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represents the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**C. PROSECUTOR:**

- 1) Specially deputize, as provided for by RCW 36.27.040, the City Prosecutor hired by the City and assigned solely to the Mental Health Court to represent the interests of the State and County in conjunction with the Mental Health Court who would otherwise have been represented by the PROSECUTOR.



**D. PUBLIC DEFENDER:**

- 1) Employ and house of one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.

**E. COUNTY:**

- 1) Provide funding through the RSN **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution Nos. 05-1163 and 08-1071, for those positions hired by the PUBLIC DEFENDER or CITY under the terms of this Agreement as well as M&O in conjunction with such positions. The funding for such positions and M&O is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

**F. LIMITED RESOURCES / COOPERATION:**

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the District Court nor the Municipal Court is a party to this Agreement.
- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the mental health court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.
- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

#### **SECTION NO. 4:    COMPENSATION**

The COUNTY through the Regional Support Network (RSN) shall reimburse the CITY and PUBLIC DEFENDER on a monthly basis for expenditures either party incurs for positions and M&O as set forth in Attachment "A".

The CITY shall send all requests for reimbursement for (i) the Public Defender, (ii) ½ the 50% Clerk, or equivalent temporary seasonal person(s), for the public defender, (iii) the Prosecuting Attorney, (iv) the full-time Clerk for the Prosecuting Attorney, and (v) all the M&O as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by either the CITY or PUBLIC DEFENDER shall identify the particular line item in Attachment "A" for which reimbursement is being requested. Reimbursement by the County RSN to the CITY and PUBLIC DEFENDER shall be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the County RSN reimburse the CITY in an amount in excess of the TWO HUNDRED TWENTY THOUSAND ONE HUNDRED TWELVE DOLLARS (\$220,112.00) or the PUBLIC DEFENDER in an amount of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00). Provided further, the CITY may not use moneys allocated in Attachment "A" for Salary and Benefits for M&O nor may it use moneys allocated in Attachment "A" for M&O for Salary and Benefits without prior approval from the County RSN. Such approval can be evidence by written authorization. The CITY may, however, transfer moneys from any M&O line item to another M&O line item without authorization from the County RSN.

#### **SECTION NO. 5:    AGREEMENT TO BE FILED**

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

#### **SECTION NO. 6:    MAINTENANCE OF RECORDS**

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY 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.

**SECTION NO. 7:    ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

**SECTION NO. 8:    PROPERTY UPON TERMINATION**

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring PARTY upon termination of the Agreement.

**SECTION NO. 9:    LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

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 negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

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 negligence or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, 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. 10: NOTICES**

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

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

Copies: County Regional Support Network  
312 W. 8<sup>th</sup> Avenue  
Spokane, Washington 99204

CITY: City Administrator or his/her authorized representative  
City Hall, Seventh Floor  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3303

PROSECUTOR: Spokane County Prosecuting Attorney  
1100 West Mallon Avenue  
Spokane, Washington 99260

Copies: City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

City Public Defender  
824 North Monroe Street  
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender  
1033 West Gardner Avenue  
Gardner Court Building  
Spokane, Washington 99260

**SECTION NO. 11: INSURANCE**

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$5,000,000;

- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **SECTION NO. 12: NON-WAIVER**

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

#### **SECTION NO. 13: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

#### **SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

#### **SECTION NO. 15: MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

**SECTION NO. 16: ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

**SECTION NO. 17: SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

**SECTION NO. 18: 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. 19: 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 race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, or disability.

**SECTION NO. 20: VENUE STIPULATION**

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**SECTION NO. 21: COUNTERPARTS**

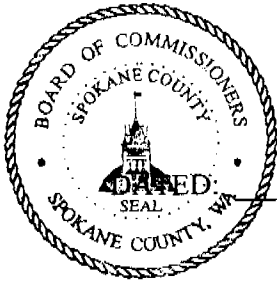
This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES**

- A. Purpose. See Section No. 1 above.
- B. Duration. See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.

- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.
- H. Property upon Termination. See Section No. 7 above.

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



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

7/14/09

Todd Mielke  
TODD MIELKE, Chair

ATTEST:

Mark Richard  
MARK RICHARD, Vice Chair

Daniela Erickson  
Daniela Erickson  
Clerk of the Board

9-0639

Bonnie Mager  
BONNIE MAGER, Commissioner

DATED: May 20, 2009

CITY OF SPOKANE:

Attest:

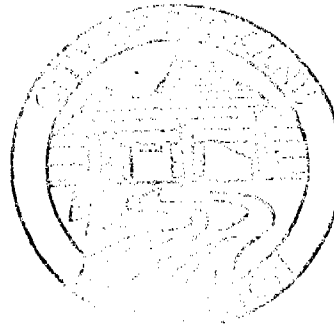
Sam H. [Signature]  
City Clerk

By: [Signature]  
Title: \_\_\_\_\_  
(Title)

Approved as to form:

[Signature]  
Assistant City Attorney

Thomas E. Danek, Jr.  
City Administrator  
City of Spokane



DATED: 7-23-09

SPOKANE COUNTY PROSECUTING  
ATTORNEY

By: [Signature]  
Its: Prosecutor  
(Title)

DATED: 7-20-09

SPOKANE COUNTY PUBLIC DEFENDER

By: [Signature]  
Its: John Rodgers  
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

[Signature] 5.27.09  
Mary Logan, Presiding Judge



9-0639

## ATTACHMENT "A"

COSTS OF THE PARTIES

	<b>PROS.</b>	<b>CITY PUBLIC DEF.</b>
	01/01/09 – 12/31/09	01/01/09 – 12/31/09
	<u>Sal &amp; Ben</u>	<u>Sal &amp; Ben</u>
Prosecuting Attorney - Step 2	79,238	
Clerk II – Step 1(full-time)	44,993	
Public Defender I		67,398
50% Clerk II or equivalent temporary		23,265
Seasonal person(s)		
	<u>M&amp;O</u>	<u>M&amp;O</u>
Office Supplies		
Publications		
Postage		
Minor Equipment		
Desk (one-time cost)		
Chair		
PC		
Phone		
Printer		
FAX		
Travel		
Operating Rentals/Leases		
Registration/Schooling		
Other Dues/Subsc/Memberships		
Printing/Binding (business cards)		
Misc. Expenses	<u>5,218</u>	
	<u>129,449</u>	90,663

**Prosecuting Atty. & City and County Public  
Defender Costs**

	<b>01/01/09 - 12/31/09</b>
Salary & Benefits	289,894
M&O	<u>5,218</u>
<b>TOTAL</b>	<b><u>295,112</u></b>

## COUNTY PUBLIC DEFENDER

Sal and Ben

Attorney I \$75,000  
Page 13 of 13

NO. 9-0639

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A MENTAL )  
HEALTH COURT INTERLOCAL AGREEMENT )  
AMONG SPOKANE COUNTY, THE CITY OF )  
SPOKANE, THE SPOKANE COUNTY )  
PROSECUTING ATTORNEY AND THE )  
SPOKANE COUNTY PUBLIC DEFENDER FOR )  
CALENDAR YEAR 2009 )

**RESOLUTION**

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

**WHEREAS**, pursuant to RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to RCW 36.26.070, the Spokane County Public Defender must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and Laws of the State of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the City of Spokane is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006 and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County commissioners held a public hearing on December 2, 2008 to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009 and terminating March 31, 2014 to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

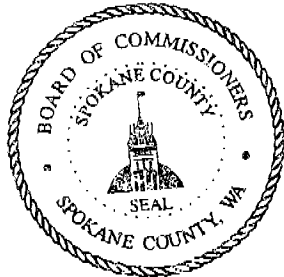
**WHEREAS**, the County is desirous of making moneys available from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and Resolution No. 08-1071 to the parties in conjunction with an expanded Mental Health Court; and

**WHEREAS**, pursuant to the provision of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, pursuant to the provisions RCW 36.32.120(6), chapter 39.34 RCW and RCW 82.14.460, that either the Chairman of the Board or a majority of the Board be and are hereby authorized to execute that document entitled "MENTAL HEALTH COURT INTERLOCAL AGREEMENT" (January 1, 2009 – December 31, 2009) pursuant to which the county will make available to the City of Spokane, Spokane County Prosecuting Attorney and the Spokane County Public Defender certain revenues from the one tenth of one-percent of mental health sales and use tax to be used in conjunction with their respective participation in the Mental Health Court.

PASSED AND ADOPTED this 14th day of July 2009.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Todd Mielke  
TODD MIELKE, Chair

Mark Richard  
MARK RICHARD, Vice-Chair

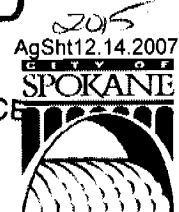
Daniela Erickson  
Daniela Erickson, Clerk of the Board

Bonnie Mager  
BONNIE MAGER, Commissioner

07103108  
12/26/08

RECEIVED

APR 23 2008



**AGENDA SHEET FOR COUNCIL MEETING OF: May 5, 2008**

Submitting Dept.  
Prosecutor

Contact Person/Phone No.  
Howard Delaney / 5994

Council Sponsor  
Public Safety

CITY CLERK'S OFFICE  
SPOKANE, WA

**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 2008-0443  
(OPR 2006-0970)

**STANDING COMMITTEES**

(Date of Notification)

- o Finance
- o Neighborhoods
- o Planning/Community & Econ Dev
- X Public Safety 4/21/08
- o Public Works

Neighborhood/Commission/Committee Notified:  
Action Taken:

**AGENDA**

**WORDING:**

(If contract, include the term.)

Interlocal Agreement with Spokane County, Spokane County Prosecutor and Spokane County Public Defender to fund and staff a District/Municipal Court Mental Health Therapeutic Court for 2008.

**BACKGROUND:**

(Attach additional sheet if necessary)

Pursuant to the provisions of SSB 5763, the 2005 state legislature authorized counties to impose a sales and use tax of 0.01% to provide expanded or new chemical dependency or mental health services or courts. The voters in an advisory vote approved the tax, which the County then enacted. This agreement will cover the second year of the joint effort to fund and staff the mental health court from the tax proceeds.

**RECOMMENDATION:** Approve

<b>Fiscal Impact:</b>	o N/A 212,981	<b>Budget Account:</b>	o N/A
x Expenditure:	\$233,409	#	various in 0500
x Revenue:	\$212,981	#	and 0700
o Budget Neutral			

**ATTACHMENTS:** Include in Packets: Contract  
On file for Review in Office of City Clerk:

**SIGNATURES:**

Department Head  
  
Legal

Division Director  
  
City Clerk

Finance  
  
Council President

**DISTRIBUTION:** Spokane County Prosecutor  
Accounting  
Spokane County Public Defender  
City Prosecutor  
Spokane County

**COUNCIL ACTION:**

APPROVED BY  
SPOKANE CITY COUNCIL:  
May 5, 2008  
  
CITY CLERK

8 0536

RECEIVED  
JUL 03 2008  
CITY CLERK'S OFFICE  
SPOKANE, WA

**MENTAL HEALTH THERAPEUTIC COURT INTERLOCAL AGREEMENT**  
(January 1, 2008-December 31, 2008)

**THIS AGREEMENT** entered into among the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY**," SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**."

**WITNESSETH:**

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

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions Engrossed Second Substitute Senate Bill 5763, enacted by Chapter 504 of the Laws of 2005, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of Engrossed Second Substitute Senate Bill 5763, enacted by Chapter 504 of the Laws of 2005, the Board of County Commissioners should fix and impose a sales and use tax.

Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance took effect at 12:01 a.m. April 1, 2006 and automatically expires on midnight March 31, 2009; and

**WHEREAS**, the COUNTY is desirous of making moneys available from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and codified in Spokane County Code Chapter 7.33 to the PARTIES in conjunction with an expanded Mental Health Therapeutic Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

**SECTION NO. 1:    PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Therapeutic Court with moneys made available by the COUNTY solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 05-1163.

**SECTION NO. 2:    TERM.**

This Agreement shall begin on January 1, 2008, and continue until December 31, 2008.

The PROSECUTOR, PUBLIC DEFENDER, or CITY may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PROSECUTOR and PUBLIC DEFENDER, will continue to provide prosecution and defense services respectively through December 31, 2008, for any individual who has been accepted into and remains in the Mental Health Therapeutic Court up to the date of the termination. Provided, after the date of Notice of Termination, neither the City Prosecutor nor City Public Defender is obligated to provide prosecution or defense services for any individual who has not been accepted into the Mental Health Therapeutic Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the positions and related M&O set forth in Section No. 3 hereinafter will come solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 05-1163. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 05-1163 are found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the

COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O") set forth in Section No. 3 hereinafter. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution No. 05-1163. Provided further, the COUNTY reserves the right to reduce its funding of those positions and related M&O set forth in Section No. 3 hereinafter in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 05-1163 are less than those projected. In such circumstance, the COUNTY agrees to give the PARTIES ninety (90) days advance notice of any reduction in funding.

Forty-five (45) days prior to the end of the term of this Agreement, in the event it is not terminated, the PARTIES will meet to determine the transition of individuals represented by the City Prosecutor and City Public Defender on behalf of the PROSECUTOR or PUBLIC DEFENDER back to the PROSECUTOR and PUBLIC DEFENDER respectively.

### **SECTION NO. 3:    RESPONSIBILITIES OF PARTIES/COMPENSATION**

For the purpose of this Section, the functions to be performed by the City Prosecutor and City Public Defender with respect to the Mental Health Therapeutic Court shall include the following:

- City Prosecutor:
  - Participating in determining who should be accepted to participate in Mental Health Therapeutic Court,
  - Prosecuting those individuals who are accepted into and remain in the Mental Health Therapeutic Court, and
  - Prosecuting those individuals who are accepted to participate in Mental Health Therapeutic Court, are later determined unsuitable, but whose cases remain in Mental Health Court and are not returned to the originating non-mental health docket.
- City Public Defender:
  - Participating in determining who should be accepted to participate in Mental Health Therapeutic Court,
  - Representing those individuals who are accepted into and remain in the Mental Health Therapeutic Court, and
  - Representing those individual who are accepted to participate in Mental Health Therapeutic Court, are later determined unsuitable, but whose cases remain in Mental Health Court and are not returned to the originating non-mental health docket.

**CITY:**

- Continue the employment and housing of one (1) City Prosecutor to be assigned solely to the Mental Health Therapeutic Court. The City Prosecutor shall represent the interests of the City in conjunction with the Mental Health Therapeutic Court as well as the interest of the State and County in conjunction with the Mental Health Therapeutic Court which would otherwise have been represented by the PROSECUTOR.
- Continue the employment and housing of one City Public Defender to be assigned solely to the Mental Health Therapeutic Court. The City Public Defender shall represent the interests of indigents in conjunction with the Mental Health Therapeutic Court who would otherwise have been represented by the PUBLIC DEFENDER as well as the interests of indigents which the CITY is required to represent.
- Continue the employment and housing of one Clerk II to be assigned to the City Prosecutor and used solely in conjunction with the Mental Health Therapeutic Court.
- Continue the employment and housing of one , one-half (½) time Clerk II, or temporary seasonal equivalent person(s), to be assigned to the City Public Defender and used solely in conjunction with the Mental Health Therapeutic Court.

**PROSECUTOR:**

- Specially deputize, as provided for by RCW 36.27.040, the City Prosecutor hired by the City and assigned solely to the Mental Health Therapeutic Court to represent the interests of the State and County in conjunction with the Mental Health Therapeutic Court who would otherwise have been represented by the PROSECUTOR.

**PUBLIC DEFENDER:**

- Specially authorize as provided for by RCW 36.26.070 and RCW 10.101 that the City Public Defender hired by the City and assigned solely to the Mental Health Therapeutic Court to represent the interests of the indigents in conjunction with the Mental Health Therapeutic Court who would otherwise have been represented by the PUBLIC DEFENDER.

**COUNTY:**

- Provide funding through the RSN or PUBLIC DEFENDER, **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 05-1163, for those positions hired by the CITY under the terms of this Agreement as well as M&O in conjunction with such positions. The funding for such positions and M&O is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.



The COUNTY through the Regional Support Network (RSN) or PUBLIC DEFENDER shall reimburse the CITY on a quarterly basis for expenditures the CITY incurs for positions and M&O as set forth in Attachment "A".

The CITY shall send all requests for reimbursement for (i) ½ the Public Defender and (ii) ½ the 50% Clerk, or equivalent temporary seasonal person(s), for the public defender as set forth in Attachment "A" to the PUBLIC DEFENDER. The CITY shall send all requests for reimbursement for (i) ½ the Public Defender, (ii) ½ the 50% Clerk, or equivalent temporary seasonal person(s), for the public defender, (iii) the Prosecuting Attorney, (iv) the full-time Clerk for the Prosecuting Attorney, and (v) all the M&O as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Internal/External Auditor.

All requests shall identify the particular line item in Attachment "A" for which reimbursement is being requested. Reimbursement by the PUBLIC DEFENDER or County RSN to the CITY shall be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will either the PUBLIC DEFENDER or County RSN reimburse the CITY in an amount in excess of the TOTAL amount set forth in Attachment "A". Provided further, the CITY may not use moneys allocated in Attachment "A" for Salary and Benefits for M&O nor may it use moneys allocated in Attachment "A" for M&O for Salary and Benefits without prior approval from the PUBLIC DEFENDER or County RSN as is appropriate. Such approval can be evidenced by written authorization. The CITY may, however, transfer moneys from any M&O line item to another M&O line item without authorization from the PUBLIC DEFENDER or County RSN.

#### **SECTION NO. 4:    AGREEMENT TO BE FILED**

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

#### **SECTION NO. 5:    MAINTENANCE OF RECORDS**

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY 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.

#### **SECTION NO. 6:    ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

## **SECTION NO. 7:    PROPERTY UPON TERMINATION**

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring PARTY upon termination of the Agreement.

## **SECTION NO. 8:    LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

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 negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

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 negligence or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, 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 shall be in writing and served either personally or by certified mail, return receipt requested, to the following persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

COUNTY:

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

CITY: City Administrator or his/her authorized representative  
City Hall, Fifth Floor  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3303

PROSECUTOR: Spokane County Prosecuting Attorney  
1100 West Mallon Avenue  
Spokane, Washington 99260

Copies: City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

City Public Defender  
824 North Monroe Street  
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender  
1033 West Gardner Avenue  
Gardner Court Building  
Spokane, Washington 99260

#### **SECTION NO. 10: INSURANCE**

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$5,000,000;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**SECTION NO. 11: NON-WAIVER**

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

**SECTION NO. 12: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

**SECTION NO. 13: ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

**SECTION NO. 14: MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

**SECTION NO. 15: ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

#### **SECTION NO. 16: SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

#### **SECTION NO. 17: 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. 18: 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 race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, or disability.

#### **SECTION NO. 19: VENUE STIPULATION**

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### **SECTION NO. 20: COUNTERPARTS**

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

#### **SECTION NO. 21: CHAPTER 39.34 RCW REQUIRED CLAUSES**

- A. Purpose. See Section No. 1 above.
- B. Duration. See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.

8 0536

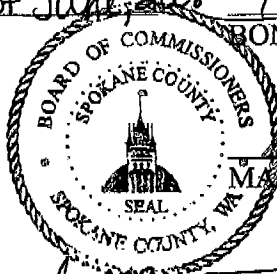
H. Property upon Termination. See Section No. 7 above.

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

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

DATED: 3rd day of June, 2008 Bonnie Mager  
BONNIE MAGER, Chair

ATTEST:



Mark Richard  
MARK RICHARD, Vice Chair

Daniela Erickson  
Daniela Erickson  
Clerk of the Board

Todd Mielke  
TODD MIELKE, Commissioner

DATED: May 9, 2008

CITY OF SPOKANE:

Attest:

Teri R. Rife  
City Clerk

By: Thomas E. Danek, Jr.  
Its: (Thomas E. Danek, Jr. City Administrator)  
(Title)



Approved as to form:

A. Burns  
Assistant City Attorney

DATED: 6-27-08

SPOKANE COUNTY PROSECUTING ATTORNEY

By: Steven J. Tucker  
Its: PROSECUTOR  
(Title)

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

SPOKANE COUNTY PUBLIC DEFENDER

By: John T. Rodgers  
Its: PUBLIC DEFENDER  
(Title)

# ATTACHMENT "A"

## CITY OF SPOKANE COSTS

	<b>PROS. ATTY.</b>	<b>PUBLIC DEF.</b>
	<u>01/01/08 - 12/31/08</u>	<u>01/01/08 - 12/31/08</u>
	<u>Sal &amp; Ben</u>	<u>Sal &amp; Ben</u>
Prosecuting Attorney - Step 2	77,200	
Clerk II - Step 1(full-time)	39,900	
Public Defender II		82,288
50% Clerk II or equivalent temporary		8,375
Seasonal person(s)		
	<u>M&amp;O</u>	<u>M&amp;O</u>
Office Supplies		
Publications		
Postage		
Minor Equipment		
Desk (one-time cost)		
Chair		
PC		
Phone		
Printer		
FAX		
Travel		
Operating Rentals/Leases		
Registration/Schooling		
Other Dues/Subsc/Memberships		
Printing/Binding (business cards)		
Misc. Expenses	<u>5,218</u>	
	<u>122,318</u>	<u>90,663</u>
<b>Prosecuting Atty. &amp; Public Defender Costs</b>	<u><b>01/01/08 - 12/31/08</b></u>	
Salary & Benefits	207,733	
M&O	5,218	
<b>TOTAL</b>	<b><u>212,981</u></b>	

RECEIVED

JUL 03 2008

CITY CLERK'S OFFICE  
SPOKANE, WA

NO. 8 0536

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A MENTAL )  
HEALTH THERAPEUTIC COURT INTERLOCAL )  
AGREEMENT AMONG SPOKANE COUNTY, )  
THE CITY OF SPOKANE, THE SPOKANE )  
COUNTY PROSECUTING ATTORNEY AND )  
THE SPOKANE COUNTY PUBLIC DEFENDER )

**RESOLUTION**

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

**WHEREAS**, pursuant to RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to RCW 36.26.070, the Spokane County Public Defender must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the City of Spokane is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance took effect at 12:01 a.m. April 1, 2006 and automatically expires on midnight March 31, 2009; and

**WHEREAS**, the County is desirous of making moneys available from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and codified in Spokane County Code Chapter 7.33 to the City of Spokane, Spokane County Prosecuting Attorney and Spokane County Public Defender in conjunction with an expanded Mental Health Therapeutic Court for calendar year 2008; and

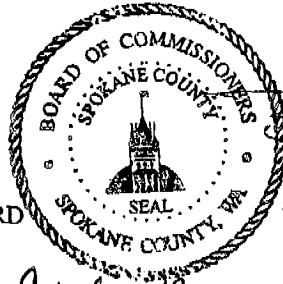
**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, pursuant to the provisions RCW 36.32.120(6), chapter 39.34 RCW and RCW 82.14.460, that either the chairman of the Board or a majority of the Board be and are hereby authorized to execute that document entitled 'MENTAL HEALTH THERAPEUTIC COURT INTERLOCAL AGREEMENT ( January 1,2008-December 31, 2008) pursuant to which the County will make available to the City of Spokane, Spokane County Prosecuting Attorney



and the Spokane County Public Defender certain revenues from the 1/10<sup>th</sup> of 1% Mental Health sales and use tax to be used in conjunction with their respective participation in the Mental Health Therapeutic Court.

PASSED AND ADOPTED this 3rd day of June, 2008.



ATTEST:  
CLERK OF THE BOARD

*Kristen Cordon*  
Daniela Erickson

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

*Bonnie Mager*  
BONNIE MAGER, Chair

*Todd Mielke*  
TODD MIELKE, Vice Chair

*Mark Richard*  
MARK RICHARD, Commissioner

RECEIVED

AgSht01-18-2006

CITY OF SPOKANE



**AGENDA SHEET FOR COUNCIL MEETING OF: December 18, 2006**

DEC 07 2006

Submitting Dept.  
City Attorney - Prosecutor

Contact Person/Phone No.  
Howard Delaney / 5994

Council Sponsor  
Joe Shogan

CITY CLERK'S OFFICE  
SPOKANE, WA

**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 2006-0970

**STANDING COMMITTEES**

(Date of Notification)

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

o Public Safety

o Public Works

Neighborhood/Commission/Committee Notified:

Action Taken:

**AGENDA WORDING:**

(If contract, include the term.)

Interlocal Agreement with Spokane County, Spokane County Prosecutor and Spokane County Public Defender to fund and staff a District/Municipal Court Mental Health Therapeutic Court for 2007.

**BACKGROUND:**

(Attach additional sheet if necessary)

Pursuant to the provisions SSB 5763, the 2005 state legislature authorized counties to impose a sales and use tax of 0.01% to provide expanded or new chemical dependency or mental health services or courts. The voters in an advisory ballot approved the tax, which the County then enacted. This agreement establishes a mental health therapeutic court from the proceeds of the tax. It funds one new prosecutor, one new public defender, one and a half clerk IIs. The City staff will be cross deputized to also handle the county cases.

**RECOMMENDATION:** Approve & Authorize

**Fiscal Impact:** o N/A

**Budget Account:** o N/A

- x Expenditure: \$238,666
- x Revenue: \$238,666
- o Budget Neutral

#  
#

**ATTACHMENTS:** Include in Packets: ~~Interlocal Agreement~~  
On file for Review in Office of City Clerk:

**SIGNATURES:**

Howard Delaney  
Department Head  
by B Burns

Division Director

Sam Delaney  
Finance

Legal

Deputy Mayor for Mayor

Alexander J. Shogan  
Council President

**DISTRIBUTION:** Spokane County  
Accounting

City Prosecutor - H. Delaney  
Finance

City Public Defender - K. Knox

**COUNCIL ACTION:**

APPROVED AND  
CONTRACT AUTHORIZED  
BY SPOKANE CITY COUNCIL:

December 18, 2006

Leri Hester  
CITY CLERK

NO. 7 0520BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTONIN THE MATTER OF EXECUTING A )  
MENTAL HEALTH THERAPEUTIC )  
COURT INTERLOCAL AGREEMENT )  
(January 1, 2007-December 31, 2007) )**RESOLUTION**

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the City of Spokane is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions Engrossed Second Substitute Senate Bill 5763, enacted by Chapter 504 of the Laws of 2005, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners of Spokane County placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of Engrossed Second Substitute Senate Bill 5763, enacted by Chapter 504 of the Laws of 2005, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners of Spokane County fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance took effect at 12:01 a.m. April 1, 2006 and automatically expires on midnight March 31, 2009; and

**WHEREAS**, Spokane County is desirous of making moneys available from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and codified in Spokane County Code Chapter 7.33 to the City of Spokane, Spokane County Prosecutor, and Spokane County Public Defender in conjunction with an expanded Mental Health Therapeutic Court; and

**7 0520**

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, pursuant to 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 "MENTAL HEALTH THERAPEUTIC COURT INTERLOCAL AGREEMENT (January 1, 2007-December 31, 2007)" pursuant to which, under certain terms and conditions, Spokane County will make moneys available from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and codified in Spokane County Code Chapter 7.33 to the City of Spokane, Spokane County Prosecutor, and Spokane County Public Defender in conjunction with an expanded Mental Health Therapeutic Court for calendar year 2007.


**PASSED AND ADOPTED** this 19th day of June, 2007.

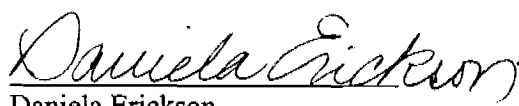


BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
MARK RICHARD, Chair

ATTEST:

  
BONNIE MAGER, Vice-Chair

  
Daniela Erickson  
Clerk of the Board

  
TODD MIELKE, Commissioner

OPR 06-970  
7 0520

**MENTAL HEALTH THERAPEUTIC COURT INTERLOCAL AGREEMENT**  
(January 1, 2007-December 31, 2007)

**THIS AGREEMENT** entered into among the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY**," SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**."

**WITNESSETH:**

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

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions Engrossed Second Substitute Senate Bill 5763, enacted by Chapter 504 of the Laws of 2005, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of Engrossed Second Substitute Senate Bill 5763, enacted by Chapter 504 of the Laws of 2005, the Board of County Commissioners should fix and impose a sales and use tax.

Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance took effect at 12:01 a.m. April 1, 2006 and automatically expires on midnight March 31, 2009; and

**WHEREAS**, the COUNTY is desirous of making moneys available from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163 and codified in Spokane County Code Chapter 7.33 to the PARTIES in conjunction with an expanded Mental Health Therapeutic Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

**SECTION NO. 1:    PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Therapeutic Court with moneys made available by the COUNTY solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 05-1163.

**SECTION NO. 2:    TERM.**

This Agreement shall begin on January 1, 2007, and continue until December 31, 2007.

The PROSECUTOR, PUBLIC DEFENDER, or CITY may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PROSECUTOR and PUBLIC DEFENDER, will continue to provide prosecution and defense services respectively through December 31, 2007, for any individual who has been accepted into and remains in the Mental Health Therapeutic Court up to the date of the termination. Provided, after the date of Notice of Termination, neither the City Prosecutor nor City Public Defender is obligated to provide prosecution or defense services for any individual who has not been accepted into the Mental Health Therapeutic Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the positions and related M&O set forth in Section No. 3 hereinafter will come solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 05-1163. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 05-1163 are found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the

COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O") set forth in Section No. 3 hereinafter. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution No. 05-1163. Provided further, the COUNTY reserves the right to reduce its funding of those positions and related M&O set forth in Section No. 3 hereinafter in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 05-1163 are less than those projected. In such circumstance, the COUNTY agrees to give the PARTIES ninety (90) days advance notice of any reduction in funding.

Forty-five (45) days prior to the end of the term of this Agreement, in the event it is not terminated, the PARTIES will meet to determine the transition of individuals represented by the City Prosecutor and City Public Defender on behalf of the PROSECUTOR or PUBLIC DEFENDER back to the PROSECUTOR and PUBLIC DEFENDER respectively.

### **SECTION NO. 3:    RESPONSIBILITIES OF PARTIES/COMPENSATION**

For the purpose of this Section, the functions to be performed by the City Prosecutor and City Public Defender with respect to the Mental Health Therapeutic Court shall include the following:

- City Prosecutor:
  - Participating in determining who should be accepted to participate in Mental Health Therapeutic Court,
  - Prosecuting those individuals who are accepted into and remain in the Mental Health Therapeutic Court, and
  - Prosecuting those individuals who are accepted to participate in Mental Health Therapeutic Court, are later determined unsuitable, but whose cases remain in Mental Health Court and are not returned to the originating non-mental health docket.
- City Public Defender:
  - Participating in determining who should be accepted to participate in Mental Health Therapeutic Court,
  - Representing those individuals who are accepted into and remain in the Mental Health Therapeutic Court, and
  - Representing those individual who are accepted to participate in Mental Health Therapeutic Court, are later determined unsuitable, but whose cases remain in Mental Health Court and are not returned to the originating non-mental health docket.

#### **CITY:**

- Hire and house one (1) additional City Prosecutor to be assigned solely to the Mental Health Therapeutic Court. The City Prosecutor shall represent the interests of the City

in conjunction with the Mental Health Therapeutic Court as well as the interest of the State and County in conjunction with the Mental Health Therapeutic Court which would otherwise have been represented by the PROSECUTOR.

- Hire and house one (1) additional City Public Defender to be assigned solely to the Mental Health Therapeutic Court. The City Public Defender shall represent the interests of indigents in conjunction with the Mental Health Therapeutic Court who would otherwise have been represented by the PUBLIC DEFENDER as well as the interests of indigents which the CITY is required to represent.
- Hire and house one (1) additional Clerk II to be assigned to the City Prosecutor and used solely in conjunction with the Mental Health Therapeutic Court.
- Hire and house one (1) additional one-half (½) time Clerk II, or temporary seasonal equivalent person(s), to be assigned to the City Public Defender and used solely in conjunction with the Mental Health Therapeutic Court.

**PROSECUTOR:**

- Specially deputize, as provided for by RCW 36.27.040, that additional City Prosecutor hired by the City and assigned solely to the Mental Health Therapeutic Court to represent the interests of the State and County in conjunction with the Mental Health Therapeutic Court who would otherwise have been represented by the PROSECUTOR.

**PUBLIC DEFENDER:**

- Specially authorize as provided for by RCW 36.26.070 and RCW 10.101 that additional City Public Defender hired by the City and assigned solely to the Mental Health Therapeutic Court to represent the interests of the indigents in conjunction with the Mental Health Therapeutic Court who would otherwise have been represented by the PUBLIC DEFENDER.

**COUNTY:**

- Provide funding through the RSN or PUBLIC DEFENDER, **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 05-1163, for those positions hired by the CITY under the terms of this Agreement as well as M&O in conjunction with such positions. The funding for such positions and M&O is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

The COUNTY through the Regional Support Network (RSN) or PUBLIC DEFENDER shall reimburse the CITY on a quarterly basis for expenditures the CITY incurs for positions and M&O as set forth in Attachment "A".



The CITY shall send all requests for reimbursement for (i) ½ the Public Defender and (ii) ½ the 50% Clerk, or equivalent temporary seasonal person(s), for the public defender as set forth in Attachment "A" to the PUBLIC DEFENDER. The CITY shall send all requests for reimbursement for (i) ½ the Public Defender, (ii) ½ the 50% Clerk, or equivalent temporary seasonal person(s), for the public defender, (iii) the Prosecuting Attorney, (iv) the full-time Clerk for the Prosecuting Attorney, and (v) all the M&O as set forth in Attachment "A" to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Internal/External Auditor.

All requests shall identify the particular line item in Attachment "A" for which reimbursement is being requested. Reimbursement by the PUBLIC DEFENDER or County RSN to the CITY shall be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will either the PUBLIC DEFENDER or County RSN reimburse the CITY in an amount in excess of the TOTAL amount set forth in Attachment "A". Provided further, the CITY may not use moneys allocated in Attachment "A" for Salary and Benefits for M&O nor may it use moneys allocated in Attachment "A" for M&O for Salary and Benefits without prior approval from the PUBLIC DEFENDER or County RSN as is appropriate. Such approval can be evidence by written authorization. The CITY may, however, transfer moneys from any M&O line item to another M&O line item without authorization from the PUBLIC DEFENDER or County RSN.

#### **SECTION NO. 4:    AGREEMENT TO BE FILED**

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

#### **SECTION NO. 5:    MAINTENANCE OF RECORDS**

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY 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.

#### **SECTION NO. 6:    ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

#### **SECTION NO. 7:    PROPERTY UPON TERMINATION**

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring PARTY upon termination of the Agreement.

## **SECTION NO. 8:    LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

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 negligence or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to liability caused by the negligence of the COUNTY, its officers and employees.

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 negligence or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to liability caused by the negligence of the CITY, 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 shall be in writing and served either personally or by certified mail, return receipt requested, to the following persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

CITY: Deputy Mayor or his/her authorized representative  
City Hall, Fifth Floor  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3303

PROSECUTOR: Spokane County Prosecuting Attorney  
1100 West Mallon Avenue  
Spokane, Washington 99260

Copies: City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

City Public Defender  
824 North Monroe Street  
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender  
1033 West Gardner Avenue  
Gardner Court Building  
Spokane, Washington 99260

#### **SECTION NO. 10: INSURANCE**

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$5,000,000;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be

provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **SECTION NO. 11: NON-WAIVER**

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

#### **SECTION NO. 12: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

#### **SECTION NO. 13: ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

#### **SECTION NO. 14: MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

#### **SECTION NO. 15: ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

#### **SECTION NO. 16: SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

**SECTION NO. 17: 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. 18: 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 race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, or disability.

**SECTION NO. 19: VENUE STIPULATION**

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**SECTION NO. 20: COUNTERPARTS**

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

**SECTION NO. 21: CHAPTER 39.34 RCW REQUIRED CLAUSES**

- A. Purpose. See Section No. 1 above.
- B. Duration. See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.
- H. Property upon Termination. See Section No. 7 above.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

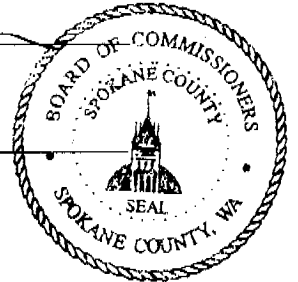
Daniela Erickson  
DANIELA ERICKSON  
Clerk of the Board

Mark Richard  
MARK RICHARD, Chair

Bonnie Mager  
BONNIE MAGER, Vice-Chair

DATED this 19th day of June, 2007.

Todd Mielke  
TODD MIELKE, Commissioner



Attest:

Clark  
City Clerk **Acting**

CITY OF SPOKANE:

By: David Hufschneider

Its: Acting Deputy Mayor  
(Title)

DATED this 19th day of February, 2007.

Approved as to form only:

Bob Burns  
Assistant City Attorney



DATED this 27th day of July, 2007.

SPOKANE COUNTY PROSECUTING ATTORNEY

By: Thomas J. Tucker

Its: PROSECUTOR  
(Title)

DATED this 27th day of JULY, 2007.

SPOKANE COUNTY PUBLIC DEFENDER

By: John Rodgers

Its: PUBLIC DEFENDER  
(Title)

**ATTACHMENT "A"**  
*Revised*

**7 0520**

**CITY OF SPOKANE COSTS**

10/13/2006

	<u>PROS. ATTY.</u>	<u>PUBLIC DEF.</u>
	<u>01/01/07 - 12/31/07</u>	<u>01/01/07 - 12/31/07</u>
	<u>Sal &amp; Ben</u>	<u>Sal &amp; Ben</u>
Prosecuting Attorney - Step 1	63,000	
Clerk II (full-time)	54,318	
Public Defender 1, Step 4		61,860
50% Clerk II or equivalent temporary		23,803
Seasonal person(s)		
	<u>M&amp;O</u>	<u>M&amp;O</u>
Office Supplies	400	400
Publications	102	102
Postage	250	250
Minor Equipment		
Desk (one-time cost)	0	1,900
Chair	0	0
PC	0	0
Phone	1,540	0
Printer	0	0
FAX	0	0
Travel	0	0
Operating Rentals/Leases	504	504
Registration/Schooling	750	555
Other Dues/Subsc/Memberships	414	0
Printing/Binding (business cards)	35	35
Misc. Expenses	855	1,254
	122,318	90,633

**Prosecuting Atty. & Public Defender Costs**

01/01/07 - 12/31/07

Salary & Benefits	202,981
M&O	10,000
<b>TOTAL</b>	<b>212,981</b>

Initial \_\_\_\_\_

*BB* *dmw*