

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

10/14/2019

<b>Date Rec'd</b>	9/30/2019
<b>Clerk's File #</b>	OPR 2019-0845
<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 BINGHAM 5994
<b>Contact E-Mail</b>	JBINGHAM@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	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.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	
Revenue \$ 120,050.00		# 0500-19500-99999-31314
Revenue \$ 120,050.00		# 0700-19500-99999-31314
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DALTON, PAT	<b>Study Session</b>	10/7/19
<b>Division Director</b>		<b>Other</b>	
<b>Finance</b>	HUGHES, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	jbingham@spokanecity.org	
<b>For the Mayor</b>	ORMSBY, MICHAEL	dwhaley@spokanecity.org, kknox@spokanecity.org	
<b>Additional Approvals</b>		tstaab@spokanecity.org, llok@spokanecity.org	
<b>Purchasing</b>		tkrzynski@spokanecounty.org	
		lhaskell@spokanecounty.org	
		gvasquez@spokanecity.org	
APPROVED BY: SPOKANE CITY COUNCIL:			

10/14/19  
*Len Hughes*  
CITY CLERK

NO. 19-1250  
OPR 2019-0845

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

OCT-14 RECEIVED  
OCT 01 2019  
Office of the City Attorney

IN THE MATTER OF A 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 2019 )

**RESOLUTION**

**WHEREAS**, 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**, 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 2019 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 a 2019 expanded Mental Health Court; and

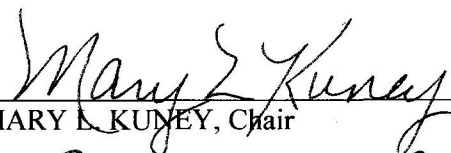
**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**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, 2019 - December 31, 2019) 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 20th day August 2019.




BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

  
MARY L. KUNEY, Chair

  
AL FRENCH, Vice-Chair

ATTEST:  
CLERK OF THE BOARD

  
Ginna Vasquez

  
JOSH KERNS, Commissioner

## MENTAL HEALTH COURT INTERLOCAL AGREEMENT

(January 1, 2019 - December 31, 2019)

**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, hereinafter 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 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 therefrom 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 therefrom 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 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 2019 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 a 2019 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 No. 13-0964.

**SECTION NO. 2: TERM.**

This Agreement shall begin on January 1, 2019, and continue until December 31, 2019

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, 2019, 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 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 find 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 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 1/10th 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 County,
  - 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 represent 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 **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 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 shall reimburse the CITY, on a quarterly basis for expenditures it 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 Spokane County Budget Office at 1116 W Broadway, Spokane, Washington 99260 directed to the attention of the Senior Management & Budget Analyst. The COUNTY shall budget the annual amounts for the PROSECUTOR and PUBLIC DEFENDER as set forth in Attachment "A" to be supported by the mental health tax.

All requests for reimbursement by the CITY 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 to CITY, will normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the COUNTY reimburse or support 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.

#### **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

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 COUNTY 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 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: 8.20.19

Mary L. Kuney  
MARY L. KUNEY, Chair

ATTEST:

Al French  
AL FRENCH, Vice Chair

GINNA VASQUEZ

GINNA VASQUEZ  
CLERK OF THE BOARD

**19-1250**

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

Josh Kerns  
JOSH KERNS, Commissioner

CITY OF SPOKANE:

ATTEST:

By: [Signature]  
Mayor  
(City Administrator)  
10/17/19

[Signature]  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney



DATED: 10/17/19

SPOKANE COUNTY PROSECUTING ATTORNEY

By: L-H Haskell

Its: Prosecuting Attorney  
(Title)

DATED: 9.13.19

SPOKANE COUNTY PUBLIC DEFENDER

By: T.C.

Its: Director  
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

[Signature]  
Tracy Staab Presiding Judge

CITY PUBLIC DEFENDER

[Signature] FOR K. KNOX  
Katherine Knox

CITY PROSECUTOR

[Signature]  
Justin Bingham

**2019  
ATTACHMENT "A"**

<b>PARTY</b>	<b>COUNTY FUNDING FROM MENTAL HEALTH TAX</b>	<b>FUNDING TO BE USED FOR</b>
CITY	\$240,133	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	\$114,280	County Prosecutor/Support Staff/M&O
COUNTY PUBLIC DEFENDER	\$125,853	County Public Defender/Support Staff/M&O