



Agenda Sheet for City Council Meeting of:
10/05/2020

Date Rec'd	9/28/2020
Clerk's File #	OPR 2020-0742
Renews #	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	MIKE ORMSBY 6287	Project #	
Contact E-Mail	MORMSBY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0500 INTERLOCAL AGREEMENT FOR MENTAL HEALTH CRISIS STABILIZATION FACILITY		

Agenda Wording
Interlocal Cooperation Agreement between Spokane County and City of Spokane regarding the renovation costs for Spokane County Mental Health Crisis Stabilization Facility for law enforcement and first responders

Summary (Background)
The City of Spokane will contribute to the renovation of the County property located at 1302 W. Gardner for the purpose of being used as a Mental Health Crisis Stabilization Facility for law enforcement and first responders.

Fiscal Impact	Grant related? NO	Budget Account	
	Public Works? NO		
Expense	\$ 1,100,000.00	#	TBD
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals		Council Notifications	
Dept Head	PICCOLO, MIKE	Study Session\Other	10/5/20 Committee
Division Director		Council Sponsor	C.P. Beggs
Finance	WALLACE, TONYA	Distribution List	
Legal	ODLE, MARI	mormsby@spokanecoty.org	
For the Mayor	ORMSBY, MICHAEL	twallace@spokanecity.org	
Additional Approvals		pingiosi@spokanecity.org	
Purchasing		smsimmons@spokanecity.org	

APPROVED BY
SPOKANE CITY COUNCIL:

10/5/2020
[Signature]
CITY CLERK



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:	Type of expenditure: Goods <input type="radio"/> Services <input checked="" type="radio"/>
Department: Legal	
Approving Supervisor: Mike Ormsby	
Amount of Proposed Expenditure: \$1,100,000.00	
Funding Source: Unappropriated reserves	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now? This is a joint City/County project known as the Mental Health Crisis Stabilization Facility. The project cannot be started until both the City and County commit sufficient funds to cover the cost of construction of the Facility not covered by grant and other funds.	
What are the impacts if expenses are deferred? Construction cannot begin and the project will experience a reduction of \$200,000 a month in already committed state grant funds.	
What alternative resources have been considered? Yes	
Description of the goods or service and any additional information? This Facility will provide an alternative location to the Jail to house individuals with mental health and substance abuse issues.	
Person Submitting Form/Contact:	
FINANCE SIGNATURE: <u>Tonya Wallace</u>	CITY ADMINISTRATOR SIGNATURE: <u>Scott Simon</u>

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE
REGARDING THE RENOVATION COSTS FOR SPOKANE COUNTY MENTAL HEALTH CRISIS
STABILIZATION FACILITY FOR LAW ENFORCEMENT AND FIRST RESPONDERS**

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260 (the "County") and the City of Spokane, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (the "City"), jointly referred to as the Parties.

WITNESSETH:

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

WHEREAS, the provisions of chapter 71.05 RCW recognize that persons with mental disorders can and should be controlled in less restrictive alternatives to jails, including among others evaluation and treatment facilities and hospital crisis stabilization units; and

WHEREAS, Spokane County owns that property and building thereon located at 1302 W. Gardner Avenue, Spokane Washington (the "Property"). The County let out under Bid No. P11752 the renovation of the building located on the Property for the purpose of being used as a Mental Health Crisis Stabilization Facility for Law Enforcement and First Responders ("MHCSF Renovation Costs"). Bid No. P11752 included a base bid plus certain Bid Alternatives (the "Bid Alternatives"); and

WHEREAS, funding for the MHCSF Renovation Costs which include the Bid Alternatives comes from various sources identified as "Funding Sources" on Attachment "A", attached hereto and incorporated herein by reference. Attachment "A" identifies two funding sources as follows:

"1/10th MH-From Fund Balance- \$1,100,000"
"City of Spokane Contribution - \$1,100,000"

; and

WHEREAS, the County and City desire to reduce to writing their respective obligations to financial contribute toward the MHCSF Renovation Costs as identified in the immediately preceding recital; and

WHEREAS, the Interlocal Cooperation Act (chapter 39.34 RCW) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public entities to provide services in a manner best serving the needs of local communities.

NOW, THEREFORE, for and inconsideration of the above recitals which are adopted herein by reference, the Parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement to set forth the Parties' understandings regarding their respective financial commitments toward **only** certain items identified as "Funding Sources" set forth in Attachment "A", attached hereto and incorporated herein by reference in conjunction with MHCSF Renovation Costs, namely:

"1/10th MH-From Fund Balance- \$1,100,000"
"City of Spokane Contribution - \$1,100,000"

The terminology MHCSF Renovation Costs are identified in Attachment "A" as \$9,307,079 under the heading "Option 4-Base Bid Plus All Alternatives" and includes all alternatives set forth in Spokane County Bid No. P11752.

2. **PARTIES RESPECTIVE RESPONSIBILITIES:** The Parties shall have the following responsibilities under this Agreement:

A. Spokane County's Responsibilities:

- a. Execute appropriate documents for the construction/acquisition of **all** items identified under "Option 4-Base Bid Plus All Alternatives" set forth in Attachment "A" in conjunction with the MHCSF Renovation Costs.
- b. Financially contribute in an equal amount with the City of Spokane toward the cost of the MHCSF Renovation Costs in an amount up to \$1,100,000 from the 1/10th MH Fund Balance, with the understanding that MHCSF Renovation Costs includes all alternatives set forth in Spokane County Bid No. P11752. Financial contribution shall be owing only after all other funding sources identified under "Funding Sources" in Attachment "A" other than "City of Spokane Contribution" are exhausted.

B. City of Spokane Responsibilities:

- a. Financially contribute in an equal amount with Spokane County toward the cost of the MHCSF Renovation costs in an amount of up to \$1,100,000 with the understanding that MHCSF Renovation Costs includes all alternatives set forth in Spokane County Bid No. P11752. Financial contribution shall be owing only after all other funding sources identified under "Funding Sources" in Attachment "A" other than "1/10th MH-From Fund Balance" are exhausted.
- b. Within thirty (30) calendar days of any written request by Spokane County for its financial commitment as provided for in 2B above, to pay Spokane County.

C. Joint Responsibilities:

The County agrees to notify the City as soon as possible in the event the County believes that the Parties respective contribution of up to \$1,100,000 each as provided for herein, along with the other items identified in Attachment "A" as "Funding Sources" will not provide sufficient funding sources to address the projected costs for "Option 4-Base Bid Plus All Alternatives" of \$9,307,079 with a budget balance of \$31,674. In such instance, the Parties agree to meet and discuss the possibility of additional joint contributions which must be mutually agreed to.

3. **TERM / TERMINATION.** The term of this Agreement commences as of the last signature date. Once executed, the Agreement can only be terminated by mutual agreement of the Parties.

4. **NOTICES.** All Notices shall be in writing and served either personally or by certified mail, postage prepaid, 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. Provided requests for financial contribution from the City as provided for in 2(B) (b) above may be by e-mail directed to the City of Spokane Chief Financial officer, Tonya Wallace at Twallace@SpokaneCity.org.

City:

Mayor of the City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Blvd
Spokane, Washington 99201

City Clerk, City of Spokane
Fifth Floor, City Hall Blvd
808 West Spokane Falls Blvd
Spokane, Washington 99201

County:

Board of County Commissioners
1116 W. Broadway Avenue
Spokane, Washington 99260
Attention: Chairman

Board of County Commissioners Clerk
1116 W. Broadway Avenue
Spokane, Washington 99260

5. **NO SEPARATE ENTITY CREATED.** This Agreement does not create nor seek to create a separate legal entity pursuant to RCW 39.34.030(3)(b).

6. **FILING OF THIS AGREEMENT.** The Parties shall cause this Agreement to be filed as provided for in RCW 39.34.040.

7. **PROPERTY UPON TERMINATION.** Title to all property acquired by a Party under this Agreement shall remain with the acquiring party upon termination of the Agreement. The Parties agree that the County will own the Property and any improvements as a result of the Base Bid and Bid Alternatives.

8. **AMENDMENTS.** This Agreement may be amended at any time by mutual Agreement of the Parties executed with the same formalities as the present Agreement.

9. **SEVERABILITY.** Any provision of the Agreement which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof; and such other provision shall remain in full force and effect.

10. **ENTIRE AGREEMENT.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

11. **HEADING.** The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

12. **EXECUTION AND APPROVAL.** The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

13. **COMPLIANCE WITH LAWS.** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

14. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

(This space intentionally left blank.)

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

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

AL FRENCH, Chair

ATTEST

JOSH KERNS, Vice-Chairman

Ginna Vasquez, Clerk of the Board

MARY L. KUNEY, Commissioner

DATED: 10/8/2020

CITY OF SPOKANE

By: *Yolene Hudson*

Attest:

Title: *Mayor*

Leri Hester
City Clerk

Approved as to form:

Michael Casey
Assistant City Attorney



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

DATED: 10.13.2020

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



Al French
AL FRENCH, Chair

ATTEST

JOSH KERNS, Vice-Chairman

Ginna Vasquez
Ginna Vasquez, Clerk of the Board
20 - 0663

MARY L. KUNEY, Commissioner

DATED: 10/8/2020

CITY OF SPOKANE
By: *Yolene Hardwood*

Attest:
Leri Affets
City Clerk

Title: *Mayor*

Approved as to form:
Michael Casey
~~Assistant~~ City Attorney



Attachment "A"

Mental Health Crisis Stabilization Facility Capital Project Budget

Funding Sources

2018 State Capital Grant	2,350,000
2019 State Capital Grant	1,960,000
2019 DOC Operating Grant (A&E)	360,000
Trueblood Capital Grant	1,960,000
1/10th MH	418,753
REET 1 Support	50,000
General Fund Support	40,000
1/10th MH - From Fund Balance	1,100,000
City of Spokane Contribution	1,100,000
Funding Sources Total	<u>9,338,753</u>

Option 4 - Base Bid Plus All Alternatives

A&E/Site Readiness	603,000
Base Bid Construction	5,501,628
<i>Top Priority Alternates</i>	
15. Emergency Generator	74,566
8. Build-out of Sally-Port Rooms 130,133,134,136A&B,137	173,277
2a-d. Cleaning and Restoration of Existing Brick and Concrete	148,299
3a-c. Upgrade Doors to Impact Resistant doors	45,720
11a-b. Fiber Reinforced Laminate (FRL) at Toilet and Shower Rooms	17,704
<i>Top Priority Alternates Subtotal</i>	<u>459,566</u>
<i>Mid Priority Alternates</i>	
6. Build-out of West End of Building	850,033
1. Courtyard and Fence	47,666
<i>Mid Priority Alternates Subtotal</i>	<u>897,699</u>
<i>Low Priority Alternates</i>	
4a-c. Add Sheet Vinyl	68,942
5a-c. Millwork Base	14,808
7. Kitchen Equipment	22,314
9. Staff Lockers in Room 114	4,396
10a-b. Selected upper cabinetry	7,168
12a-b. Dropped ceilings over sleeping areas	190,730
13. Ceiling in Rooms 138, 141, 145	7,614
14a-c. Change Ceiling Type C-2	10,661
<i>Low Priority Alternates Subtotal</i>	<u>326,633</u>
10% Contingency	718,553
Building Furnishings	500,000
Motor Pool Relocation	300,000
Option 4 Total	<u>9,307,079</u>
Capital Budget Funding Balance	<u>31,674</u>