



# **Agenda Sheet for City Council:**

**Committee:** Urban Experience **Date:** 05/12/2025

**Committee Agenda type:** Discussion

**Date Rec'd**

5/8/2025

**Clerk's File #**

OPR 2025-0392

**Cross Ref #**

**Project #**

**Council Meeting Date:** 06/02/2025

**Submitting Dept**

MAYOR

**Bid #**

**Contact Name/Phone**

MAGGIE YATES 6753

**Requisition #**

**Contact E-Mail**

MYATES@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

ZZAPPONE

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** NO

**Public Works?** NO

**Agenda Item Name**

SPOKANE CITY-COUNTY INTERLOCAL AGREEMENT FOR STARS/STAT


## **Agenda Wording**

The purpose of this Agreement is to provide an instrument for the coordination and administration of Opioid funds from City to the County for the expansion of treatment services.

## **Summary (Background)**

An interlocal agreement between the City of Spokane and Spokane County as joint members of the Spokane County Opioid Abatement Council for investment in existing and ongoing programs within the community with the goal of expanding access to more immediate treatment services for individuals impacted by Opioid crisis within Spokane County. Services include expansion of Sobering, Triage & Transition (STaT) services through Spokane Treatment and Recovery Services (STARS), which includes additional capacity of up to twelve (12) STaT slots. The County agrees to use the funds from the City to expand, enhance, and improve these services.

Approved by Spokane City Council  
on: 6/2/2025

  
\_\_\_\_\_  
City Clerk

**What impacts would the proposal have on historically excluded communities?**

N/A

**How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?**

N/A

**How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?**

N/A

**Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?**

N/A

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget? N/A			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	SCOTT, ALEXANDER		
<u>Division Director</u>	GBYRD		
<u>Accounting Manager</u>	GBYRD		
<u>Legal</u>	GBYRD		
<u>For the Mayor</u>	GBYRD		
<b>Distribution List</b>			
		myates@spokanecity.org	

## INTERLOCAL AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **SPOKANE COUNTY**, a political subdivision of the State of Washington (the "County"), , whose address is 1116 W. Broadway Avenue, Spokane, WA 99260, hereinafter referred to as "**COUNTY**", and the **CITY OF SPOKANE** (the "City"), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Blvd., collectively referred to as "the **PARTIES**."

### RECITALS

- A. This Agreement is entered into by the PARTIES pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) in order to jointly and cooperatively exercise their respective powers and duties, which includes, but is not limited to, joint financing of projects meant to provide greater benefit and impact for the citizens the PARTIES represent.
- B. PARTIES are recipients of funds as part of the nationwide settlements against various opioid medication distributors, referred to as Opioid Settlement Funds, and are joint members of the Spokane County Opioid Abatement Council.
- C. PARTIES share the common mission of seeking to improve the welfare and health of all citizens within their communities, including providing short-term emergency services and long-term treatment services for those directly affected by the ongoing opioid crisis.
- D. The City agrees to invest in existing and ongoing programs within the community with the goal of expanding access to more immediate treatment services for individuals impacted by Opioid crisis within Spokane County. Services include expansion of Sobering, Triage & Transition (STaT) services through Spokane Treatment and Recovery Services (STARS), which includes additional capacity of up to twelve (12) STaT slots. The County agrees to use the funds from the City to expand, enhance, and improve these services.



## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual agreement among the PARTIES set forth below, and for valuable consideration, the PARTIES agree as follows:

### **1. Purpose of Agreement**

The purpose of this Agreement is to provide an instrument for the coordination and administration of Opioid funds from City to the County for the expansion of treatment services.

### **2. Effective Date and Duration**

This Agreement will commence on July 1, 2025 and terminate on June 30, 2026 unless terminated consistent with Section 5. This Agreement may be renewed for additional one year period based on funding. Renewal shall be effective upon written approval of the PARTIES.

### **3. Administrators**

Each PARTY to this Agreement shall designate an individual (an "Administrator") to oversee and administer such PARTY's participation in this Agreement. The initial Administrators of the PARTIES shall be the following individuals:

For: **SPOKANE COUNTY**

Community Services Director & Integrated Behavioral Health Care Manager  
1116 W. Broadway  
Spokane, WA 99260

For: **CITY OF SPOKANE**

Deputy City Administrator  
808 W. Spokane Falls Boulevard  
Spokane, WA 99201

Any PARTY may change its Administrator at any time by delivering written notice of such PARTY's new Administrator to all other PARTIES.

#### **4. Costs and Payment**

- A. City agrees to pay the County a lump sum of four Hundred Thousand Dollars (\$400,000.00) of the City's Opioid funding. It shall be paid within thirty (30) days mutual ratification of this agreement, unless agreed otherwise by the PARTIES or in case of extraordinary circumstances as defined by RCW 39.76.020(5). If this Agreement is extended for subsequent years, payment shall be made within thirty (30) calendar days that all PARTIES affirm the renewal in writing, unless otherwise agreed in writing by the PARTIES or in case of extraordinary circumstances as defined by RCW 39.76.020(5).
- B. If not all Opioid funds from the City are expended for the identified services prior to expiration of the Agreement, County shall advise the City regarding the value of unspent funds. Should the Parties renew the Agreement for an additional term, County shall prorate the City's payment for the following year to account for unspent funds. If the PARTIES do not renew the Agreement, unspent funds shall be returned from the County to City unless PARTIES reach an alternative resolution in writing.
- C. The County shall exercise its discretion through its authorized agencies to allocate funds from City towards the provision and administration of services contemplated in the recitals of this Agreement. Should the City wish to modify how the County allocates funds or direct payments, such modifications must be agreed by the Parties in writing. Should Parties fail to reach a suitable agreement on expenditures, either party may exercise the right to terminate without cause for the following year as outlined in Section 5.

#### **5. Termination**

Notwithstanding any other provision of the Agreement to the contrary, either party may terminate this Agreement without cause prior to expiration of the contractual term by providing the other Party at least ninety (90) days' prior written notice of its election to terminate. Any funds not expended by County, excluding funds already encumbered in contract or designated for services already incurred up to the effective date of termination, for the contractual duration shall be returned to City.

## **6. Independent Contractors**

County shall disburse funds from City to contracted agencies for the purposes of providing treatment services. Each PARTY shall be solely responsible for control, supervision, direction, and discipline of its own personnel.

## **7. Hold Harmless and Indemnification**

- A. Except in those situations where the PARTIES have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. For the purposes of this provision, Provider shall be deemed covered equivalent to each other PARTY.
- B. Each PARTY is responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold harmless from any such liability. It is further provided that no liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.
- C. In the case of negligence by all PARTIES, any damages allowed will be levied in proportion to the percentage of negligence attributable to each PARTY and each PARTY will have the right to seek contribution from the other responsible PARTY in proportion to the percentage of negligence attributable to the other PARTY.
- D. These indemnification provisions shall survive any termination of this Agreement.

## **8. Liability Related to City Ordinances, Policies, Rules and Regulations**

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City of Spokane ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

## **9. Compliance with Laws**

In the performing its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules, and regulations.

## **10. Dispute Resolution**

- A. If a conflict arises between any of the PARTIES regarding or relating to the terms of or performance under this Agreement, then the PARTIES shall use their best efforts to resolve such conflict promptly and informally. Any dispute or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by the following procedure:
- B. Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), designated representatives of each Party shall enter into a series of meetings for the purpose of resolving the dispute or controversy. The Level 1 period shall begin when one Party gives written notice to the other by certified mail, personal, or electronic service. Such notice shall identify the dispute or controversy with particularity and state that the Party is commencing this Level 1 procedure to resolve the dispute. After receiving such notice, the PARTIES shall meet either in person or through electronic means. Should the dispute not be resolved within thirty (30) calendar days of the commencement of the Level 1 period, the dispute shall be advanced to Level 2.
- C. Level 2: Only after the PARTIES have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the PARTIES shall enter into a mediation process. Each Party shall bear its own

costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the PARTIES. The PARTIES shall select a mutually agreeable mediator in Spokane County, Washington to aid the PARTIES in resolving the dispute or controversy. The mediator shall be a licensed attorney in the State of Washington and not be an employee or former employee of either Party. The mediation shall be held at a mutually agreeable date, time, and location. The PARTIES shall act in good faith to resolve disputes through mediation.

D. Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring a suit in the courts of competent jurisdiction within Spokane County, Washington.

### **11. Time of the Essence**

Time is of the essence for each term of this Agreement, as well as any attachments, exhibits, or other materials incorporated herein.

### **12. Entire Agreement**

This Agreement, and any attachments, exhibits, or other materials incorporated herein, constitutes the complete and exclusive understanding between the PARTIES regarding the subject matter hereto. There are no other promises, terms, or understandings regarding this Agreement.

### **13. Amendment**

This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the PARTIES.

### **14. Governing Law and Venue**

This Agreement shall be governed by and enforced in accordance with the substantive and procedural laws of the State of Washington. The venue of any action arising from or relating to this Agreement will be a court of competent jurisdiction in Spokane County, Washington.

**15. No Waiver**

If at any time a Party fails to require performance by another Party under this Agreement or fails to claim a breach of this Agreement by another Party, then such failure will not be construed as affecting any subsequent breach of this Agreement or the right to require performance or affect the ability to claim a breach of this Agreement.

**16. No Assignment; No Third-Party Beneficiaries**

This Agreement may not be assigned, either in whole or in part, by any Party in any manner distinct from what is specified in this agreement. Any attempt by any Party to assign any part of this Agreement to a third party will be null and void. No other person will be deemed to have any rights or privileges with respect to this Agreement.

**17. No Separate Entity Necessary**

This Agreement does not create nor seek to create a separate legal entity pursuant to RCW 39.34.030(3)(b).

**18. Warranty of Authority**

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

**19. Execution in Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

**20. 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.

[signature page follows]

25ASO2968

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date first above written.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

\_\_\_\_\_  
Mary L. Kuney, Chair

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Josh Kerns, Vice-Chair

\_\_\_\_\_  
Al French, Commissioner

\_\_\_\_\_  
Amber Waldref, Commissioner

\_\_\_\_\_  
Chris Jordan, Commissioner

CITY OF SPOKANE

By Maggie Yates  
Assistant City Administrator

Maggie Yates

\_\_\_\_\_  
Type or Print Name and Title

ATTEST:

Levi H. H. H.  
\_\_\_\_\_  
City Clerk

Approved as to form:

Michael J. Piccolo  
\_\_\_\_\_  
Assistant City Attorney





## Certificate Of Completion

Envelope Id: 30FC8988-8F6B-4C50-80A4-86460AE4D591

Status: Completed

Subject: OPR 2025-0392 - CONTRACT - SPOKANE COUNTY INTERLOCAL AGREEMENT

Source Envelope:

Document Pages: 11

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Rose

AutoNav: Enabled

Stamps: 1

808 W. Spokane Falls Blvd.

Envelopeld Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

drose@spokanecity.org

IP Address: 198.1.39.252

## Record Tracking

Status: Original

Holder: Daniel Rose

Location: DocuSign

6/3/2025 12:00:42 PM

drose@spokanecity.org

## Signer Events

### Signature

### Timestamp

Terri L. Pfister

Sent: 6/3/2025 12:05:00 PM

tpfister@spokanecity.org

Viewed: 6/3/2025 1:16:36 PM

City Clerk

Signed: 6/3/2025 1:16:52 PM

City of Spokane

Signature Adoption: Uploaded Signature Image  
Using IP Address: 198.1.39.252

Security Level: Email, Account Authentication (None)

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Michael J. Piccolo

Sent: 6/3/2025 1:16:53 PM

mpiccolo@spokanecity.org

Viewed: 6/3/2025 1:17:42 PM

City Attorney

Signed: 6/3/2025 1:18:03 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style  
Using IP Address: 155.190.3.5

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Maggie Yates

Sent: 6/3/2025 1:18:05 PM

myates@spokanecity.org

Viewed: 6/3/2025 1:20:07 PM

Assistant City Administrator

Signed: 6/3/2025 1:20:59 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style  
Using IP Address: 155.190.3.6

## Electronic Record and Signature Disclosure:

Accepted: 6/3/2025 1:20:07 PM

ID: 2795bd79-7ea4-48c5-8006-0bdf59056e74

Terri L. Pfister

Sent: 6/3/2025 1:21:00 PM

tpfister@spokanecity.org

Resent: 6/3/2025 1:27:45 PM

City Clerk

Viewed: 6/3/2025 1:44:51 PM

City of Spokane

Signed: 6/3/2025 1:52:52 PM

Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image  
Using IP Address: 155.190.3.6

## Electronic Record and Signature Disclosure:

Not Offered via Docusign



In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/3/2025 12:05:00 PM
Envelope Updated	Security Checked	6/3/2025 1:21:53 PM
Envelope Updated	Security Checked	6/3/2025 1:46:23 PM
Certified Delivered	Security Checked	6/3/2025 1:44:51 PM
Signing Complete	Security Checked	6/3/2025 1:52:52 PM
Completed	Security Checked	6/3/2025 1:52:52 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact SHI International Corp OBO City of Spokane:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [klund@spokanecity.org](mailto:klund@spokanecity.org)

**To advise SHI International Corp OBO City of Spokane of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from SHI International Corp OBO City of Spokane**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with SHI International Corp OBO City of Spokane**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [klund@spokanecity.org](mailto:klund@spokanecity.org) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.