

03/04/08

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AGENDA SHEET FOR COUNCIL MEETING OF: January 2, 2008

Submitting Dept.
Police

Contact Person/Phone No.
Joette Wentworth / 625-4072

Council Sponsor
Joe Shogan

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

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

CITY PRIORITY

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

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2007-0976

CR8137

STANDING COMMITTEES

(Date of Notification)

- Finance _____
- Neighborhoods _____
- Planning/Community & Econ Dev _____
- Public Safety 12/17/07
- Public Works _____

Neighborhood/Commission/Committee Notified:

Action Taken:

AGENDA WORDING:

(If contract, include the term.)

Inter-local Agreement with Spokane County for sharing of law enforcement services and use of the county-city public safety building /Gardner Avenue building. January 1, 2006 – December 31, 2006.

BACKGROUND:

(Attach additional sheet if necessary)

This agreement is between the City and the County whereby the City provides law enforcement services for the county, in particular the records section and property room. The County charges the City for maintenance and operation costs of the buildings and forensic services. City tenants include the Police Department, Probation Department and Municipal Court.

The net result of the billings is that the City owes \$155,175.00 for the 2006 calendar year.

RECOMMENDATION:

Fiscal Impact:	<input type="checkbox"/> N/A	Budget Account:	<input type="checkbox"/> N/A
<input type="checkbox"/> Expenditure: \$	117,201.26	#	0680-11500-21100-55104
	11,340.93	#	0690-16100-23300-55104
	26,632.81	#	0560-13100-12500-55104
<input type="checkbox"/> Revenue: \$			
<input type="checkbox"/> Budget Neutral			

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

SIGNATURES:

Department Head

Division Director

Finance -MRL

Legal

City Administrator for Mayor

Council President

DISTRIBUTION:
Accounting
Budget Control
Finance

Police Joette
jwentworth@spokanepolice.org

Spokane County
1116 W. Broadway Avenue
Spokane, WA 99260

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:
January 2, 2008

CITY CLERK

After filing, return to:
Clerk of the Board
Spokane County
1116 West Broadway Avenue
Spokane, WA 99260

City Clerk's No. OPR 2007-976
8 0085

**2006 INTERLOCAL AGREEMENT
FOR SHARING OF LAW ENFORCEMENT SERVICES AND USE OF
COUNTY-CITY PUBLIC SAFETY BUILDING / GARDNER AVENUE BUILDING**

THIS AGREEMENT is 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, hereinafter referred to as "County," and the CITY OF SPOKANE, having offices for the transaction of business at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," jointly referred to as the "Parties."

WITNESSETH:

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

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, the Parties have the power to contract between each other for the financing, erection, use, lease, operation, control and maintenance of buildings; and the sharing and provision of law enforcement services between each other; and

WHEREAS, the County is the owner of the Spokane County/City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington, and the Gardner Avenue Building, located at 1319 West Gardner Avenue, Spokane, Washington, hereinafter jointly referred to as the "Buildings"; and

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

WHEREAS, the Parties occupied and used the Buildings and additionally jointly shared certain law enforcement functions carried out in the Buildings for calendar year 2006; --

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE. The purposes of this agreement are for the County to lease and allow joint use of the Buildings with the City; to pay the cost of operating and maintaining the Buildings through the exchange of law enforcement services and monetary consideration; and to set out the Parties' rights and obligations according to their proportionate share of occupancy and/or usage.
2. TERM. This agreement shall be in full force and effect from January 1, 2006 through December 31, 2006.
3. PREMISES AND SERVICES. The County leased certain space to the City in the Buildings. The Parties shall each provide law enforcement services. The Parties have entered into a separate agreement for the sharing of expenditures for the Spokane County Jail building.
4. MAINTENANCE / OPERATIONS.
 - A. The County shall provide all operation and maintenance of the Buildings. Painting beyond ordinary maintenance provided by the County, shall be by separate agreement.
 - B. The County shall provide all utility services to the Buildings.
 - C. The cost of joint use equipment or office alterations for a joint use area in excess of \$1,000 and up to \$9,999 shall be subject to cost apportionment as the Parties may mutually agree and shall be included as a reimbursable item as provided in section six (6) hereinafter. Provided, however, any joint use equipment or office alterations for a joint use area costing \$10,000 or more shall not only be subject to cost apportionment as the parties may mutually agree in writing, but the parties agree that each Party will be solely responsible for paying its cost apportionment share directly to the vendor for equipment acquisitions or contractor(s) for office alterations. If the Parties do not mutually agree upon the cost allocation, the acquiring Party shall bear the entire cost.
 - D. Each Party shall be responsible for providing and expense of its own equipment acquisitions and office alterations. The City shall request approval from the County Executive Officer or his/her designee prior to beginning any office alterations.

5. COST ALLOCATION. The Parties have agreed upon the cost allocation for the square footage of the leased and joint use areas for the Buildings. The Parties have agreed upon the cost distribution analysis for the providing of law enforcement services

6. PAYMENT. Each Party shall maintain complete records of actual costs incurred for its area of responsibility and shall exchange summary reports three times during the calendar year (by August 1st, by November 1st and the final annual report by March 1st of the following year). In February of 2007, both Parties shall determine their actual costs for the previous year and their respective amounts of financial responsibility. In the event that either Party's costs are found to be greater or less than the agreed upon amount for that Party, the other Party shall remit the difference to the owed Party.

7. COMPENSATION. It is agreed that the City owes the County ONE HUNDRED FIFTY-FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$155,175.00) for the 2006 calendar year.

8. AGREEMENT TO BE FILED. The City shall file this agreement with its City Clerk. The County shall file this agreement with its County Auditor or post it on its electronic website.

9. FINANCING.

A. The County Executive Officer shall consult the City Administrator in advance of any unbudgeted capital improvement and/or maintenance expenditure in excess of \$100,000.

B. The County Executive Officer and the City Administrator shall inform each other, on or before October 1st of each year, of their projected costs, which are the subject of cost allocation, for the next fiscal year.

C. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

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

11. PROPERTY UPON TERMINATION. Title to all property acquired by either Party in the performance of this agreement shall remain with the acquiring Party upon termination of the agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

12. RECORDS. The Parties shall each keep a detailed and accurate record of all costs. The records shall be made available for audit at any time by either Party or its duly authorized representative at any time, Monday through Friday, during normal County and City business hours.

13. INDEMNIFICATION.

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.
- C. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, 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.
- D. 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.
- E. Each Party's duty to indemnify shall survive the termination or expiration of the contract.
- F. 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.

14. 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.

City of Spokane: Mayor or his/her authorized designee
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201-3303

Spokane County: County Executive Officer or his/her
authorized designee
1116 West Broadway Avenue
Spokane, Washington 99260

15. RISK MANAGER. The Parties agree to allow their respective Risk Managers, or designee, to inspect those areas under each other's control within the Buildings to determine whether or not any safety devices or safeguards are required in the areas to meet applicable laws. The Risk Manager and/or his/her designee shall give advance notice to the Sheriff and/or Police Chief of any inspection. Inspection(s) will be carried out pursuant to such limitations as may be necessary to protect the security of the area that is the subject of inspection.

16. INSURANCE.

A. Fire Insurance. The County shall carry fire insurance covering the Buildings. The City shall carry fire insurance for any contents or personal property, which it owns and/or uses in conjunction with the space leased in the Buildings.

B. Mutual Waivers of Subrogation. To the extent it is lawful to do so, the Parties expressly waive and release any cause of action or right of recovery which the Party may have against the other Party for any loss or damages to the Buildings, or to its contents, caused by fire, explosion or any other peril covered by insurance.

C. Liability Insurance. The County has bodily injury liability and property damage liability insurance coverage with the Washington Counties Risk Pool. The City is insured for all bodily injury and property damage liability exposures. The City shall provide to the County an insurance certificate.

17. MISCELLANEOUS.

A. NON-WAIVER. No waiver by either Party of any of the terms of this agreement shall be construed as a waiver of the same or other rights of that Party in the future.

B. 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.

C. ENTIRE AGREEMENT. This agreement contains all the terms and conditions agreed upon by the Parties. No representations, promises, or agreements not expressed herein have been made to induce either Party to sign this agreement.

D. MODIFICATION. No modification or amendment to this agreement shall be valid until put in writing and signed with the same formalities as this agreement.

E. ASSIGNMENT. Neither Party may assign its interest in this agreement without the express written consent of the other Party.

- F. 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.
- G. 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.
- H. 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 contract 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.
- I. 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.

Dated: 1/8/08

CITY OF SPOKANE:

By: [Signature]
Title: (TED DANEK, CITY ADMINISTRATOR)

Attest:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney



Adopted by the Board of County Commissioners of Spokane County, Washington
this 27th day of January, 2008.



Approved telephonically
Chair BONNIE MAGER

Todd Mielke
Vice-Chair TODD MIELKE

Mark Richard
Commissioner MARK RICHARD

Attest:

By: Daniela Erickson
Daniela Erickson
Clerk of the Board

39c98

NO. 8 0085

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A 2006)
INTERLOCAL AGREEMENT WITH THE CITY)
OF SPOKANE FOR SHARING OF LAW)
ENFORCEMENT SERVICES AND USE OF)
COUNTY-CITY PUBLIC SAFETY)
BUILDING/GARDNER AVENUE BUILDING)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (sometimes hereinafter referred to as the "Board") has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, the public entities have the power to contract between each other for the financing, erection, use, lease, operation, control and maintenance of buildings; and the sharing and provision of law enforcement services between each other; and

WHEREAS, the County is the owner of the (i) Spokane County/City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington and (ii) Gardner Avenue Building, located at 1319 West Gardner Avenue, Spokane, Washington, jointly referred to as the "Buildings"; and

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

WHEREAS, the Parties occupied and used the Building and additionally jointly shared certain law enforcement functions carried out in the Buildings for calendar year 2006.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "2006 INTERLOCAL AGREEMENT FOR SHARING OF LAW ENFORCEMENT SERVICES AND USE OF COUNTY-CITY PUBLIC SAFETY BUILDING/GARDNER AVENUE BUILDING" pursuant to which under certain terms and conditions the County and City will assess each other certain respective costs for the use of the others services and/or buildings, with an adjust and settle at the end of calendar year 2006. The parties have agreed that the City of Spokane owes the County for calendar year 2006 \$155,175.00.

PASSED AND ADOPTED this 29th day of January 2008.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Approved telephonically

BONNIE MAGER, CHAIR

ATTEST:

Todd Mielke

TODD MIELKE, VICE CHAIR

Daniela Erickson

Daniela Erickson, Clerk of the Board

Mark Richard

MARK RICHARD, COMMISSIONER

JOINT USE CALCULATIONS SUMMARY OF ALL CHARGES 2006 CHARGES

HISTORIC JOINT USE CHARGES:

	2006 EXPENDITURE COSTS		2006 DEPARTMENT ADMIN COST		2006 CITY/COUNTY WIDE COSTS (cost plan)		TOTAL	SPD CHARGES	HIST	SHER CHARGES	HIST
							COST	TO COUNTY	%	TO CITY	%
POLICE SUPPLIED SERVICES:											
PROPERTY ROOM	\$ 376,751	\$ 265,413	\$ 12,577	\$ 654,741	\$ 229,159			35.0%		65.0%	
RECORDS	\$ 1,686,177	\$ 563,315	\$ 57,715	\$ 2,307,207	\$ 1,015,171			44.0%		56.0%	
WASH RACK	\$ 24,517		\$ 2,452	\$ 26,969	\$ 5,394			20.0%		80.0%	
GYM EQUIP	\$ 839		\$ 84	\$ 923	\$ 369			40.0%		60.0%	
EXPLOSIVE DISPOSAL	\$ 10,953		\$ 1,095	\$ 12,048	\$ 4,819			40.0%		60.0%	
SHERIFF SUPPLIED SERVICES:											
FORENSICS	\$ 1,010,814	\$ 79,231	\$ 105,905	\$ 1,195,950				40%	\$ 717,570	60%	
BOMB (M&O ONLY)	\$ 7,727		\$ 773	\$ 8,500				40%	\$ 5,100	60%	
COMMUNICATIONS - Personnel	\$ -		\$ -	\$ -				97.5%	\$ -	2.5%	
M&O	\$ -		\$ -	\$ -				40.0%	\$ -	60.0%	
TOTAL POLICE/SHERIFF SERVICES:							\$ 4,206,338	\$ 1,254,913		\$ 722,670	

(Police CAP 12/5/07)

COUNTY FACILITY SUPPLIED SERVICES: (Co Fac Wksheet)

		HIST	FACILITY	HIST
		%	CHARGES	%
Public Safety Bldg:	\$ 1,603,923	64.269%	\$ 573,104	35.731%
Property Warehouse:	\$ 73,493	54.320%	\$ 33,572	45.680%
Broadway Center Bldg:	\$ 130,921	95.898%	\$ 5,449	4.162%
Campus Security:	\$ 203,292	62.963%	\$ 75,293	37%
TOTAL COUNTY FACILITY SUPPLIED SERVICES:	\$ 2,011,629		\$ 687,418	

FINAL TOTALS:

CITY OWES COUNTY	\$ 1,254,913
CITY OWES COUNTY	\$ 155,175

*notes: Washrack, per City Police, County charged reduced from 40% to 20% to reflect use by the Valley, per city email 1/25/07
 Communication costs are zero, since Communication bills these costs directly in 2006.

UPK20070116