

NO. 17-0752

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT AMONG)
SPOKANE COUNTY, THE SPOKANE)
COUNTY SHERIFF, AND THE CITY OF)
SPOKANE VALLEY REGARDING LAW)
ENFORCEMENT SERVICES)

RESOLUTION

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

WHEREAS, pursuant to chapter 36.28 RCW, the Spokane County Sheriff is the Chief Law Enforcement Officer and Conservator of the Peace of Spokane County; and

WHEREAS, pursuant to chapter 39.34 RCW ("Interlocal Cooperation Act"), public agencies may contract with each other to perform certain functions which each may legally perform; and

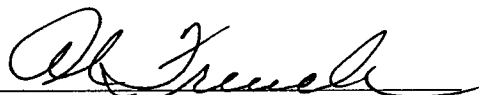
WHEREAS, the City of Spokane Valley desires to utilize the services of the Spokane County Sheriff to provide law enforcement services within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES AS PROVIDED BY THE SPOKANE COUNTY SHERIFF'S OFFICE TO THE CITY OF SPOKANE VALLEY" pursuant to which, under certain terms and conditions, the Spokane County Sheriff will provide certain law enforcement services to the City of Spokane Valley.

PASSED AND ADOPTED this 5th day of September, 2017.

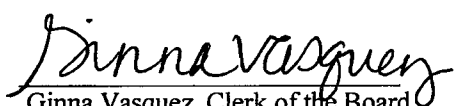


BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


AL FRENCH, Chair


JOSH KERNS, Vice-Chair

ATTEST:


Ginna Vasquez, Clerk of the Board

VACANT
Commissioner

AGENDA SHEET

SUBMITTING DEPARTMENT: Sheriff's Office

CONTACT PERSON: Esther Larsen

PHONE NUMBER: 477-5709

CHECK TYPE OF MEETING ITEM BELOW:

BELOW FOR CLERK'S USE ONLY:

9:30 AM CEO MEETING:

2:00 PM CONSENT AGENDA:

BY LEAVE:

5:30 PM LEGISLATIVE SESSION:

BY LEAVE:

SPECIAL SESSION:

Clerk's Resolution No. _____

Approved: Majority/Unanimous _____

Denied: Majority/Unanimous _____

Renews/Amends No. _____

Public Works No. _____

Purchasing Dept. No. _____


AGENDA TITLE: IN THE MATTER OF EXECUTING AN INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, THE SPOKANE COUNTY SHERIFF, AND THE CITY OF SPOKANE VALLEY REGARDING LAW ENFORCEMENT SERVICES

BACKGROUND: (Attach separate sheet(s) if necessary): This agreement, negotiated by the parties, regarding law enforcement services to be provided by the Spokane County Sheriff to the City of Spokane Valley shall commence as of 12:01 am on the date of execution, and run through midnight, December 31, 2022, for all provisions except for the cost methodology, which shall be implemented beginning on January 1, 2018. Thereafter, the agreement shall automatically renew for five-year time frames, unless the termination process outlined in the agreement is invoked. The automatic renewal shall not occur unless the City of Spokane Valley provides notice to Spokane County that the City Council has authorized the renewal.


FISCAL IMPACT: The cost of services using the LECAP cost methodology is set forth in the agreement in SECTION NO. 6 COST OF SERVICES.

REQUESTED BOARD ACTION: Approve.


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



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



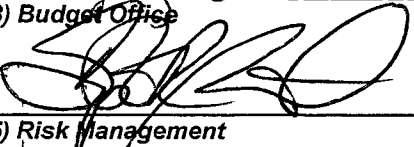
2) Legal Department



3) Budget Office



4) Auditor's Office



5) Risk Management 8/30/17

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

**INTERLOCAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES
AS PROVIDED BY THE SPOKANE COUNTY SHERIFF'S OFFICE TO THE
CITY OF SPOKANE VALLEY**

THIS AGREEMENT made and 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 **Spokane County Sheriff**, a separate elected official of Spokane County, having offices for the transaction of business at 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as "SHERIFF" and the **City of Spokane Valley**, a municipal corporation of the state of Washington, having offices for the transaction of business at the Redwood Plaza, 11707 East Sprague Avenue, Suite 106, Spokane Valley, Washington 99206 (10210 E. Sprague after August 31, 2017), hereinafter referred to as "CITY," jointly hereinafter referred to as the "Parties" and individually referred to as "Party".

COUNTY, SHERIFF and CITY agree as follows.

SECTION NO. 1: RECITALS AND FINDINGS

1.1 Under RCW 36.32.120(6), the Board of County Commissioners of Spokane County, acting on behalf of Spokane County, has the care of County property and the management of County funds and business.

1.2 Under chapter 39.34 RCW ("Interlocal Cooperation Act"), public agencies may contract with each other to perform certain functions which each may legally perform.

1.3 Under chapter 36.28 RCW, the Spokane County Sheriff is the Chief Law Enforcement Officer and Conservator of the Peace of Spokane County.

1.4 The City of Spokane Valley desires to utilize the services of the Spokane County Sheriff's Office to provide law enforcement services.

1.5 The direct and indirect costs for law enforcement services will be set forth in the Law Enforcement Cost Allocation Plan ("LECAP"), described in Section 6 and incorporated herein by this reference.

1.6 The Parties, in providing these law enforcement services, seek to make the CITY a crime-free city.

SECTION NO. 2: DEFINITIONS

2.1 Agreement: “Agreement” means this Interlocal Agreement among Sheriff, City and County regarding the provision of law enforcement services.

2.2 City: “CITY” means the City of Spokane Valley.

2.3 County: “COUNTY” means Spokane County.

2.4 Dedicated CITY Officers: “Dedicated CITY Officers” means those commissioned officers (SHERIFF Deputies) listed in Exhibit “3” that are 100% dedicated to providing service to the CITY and who work under the supervision of the CITY Police Chief.

2.5 Services: “Services” means those services identified in Exhibit 1.

2.6 Sheriff: “SHERIFF” means the duly elected sheriff of Spokane County possessing those general duties set forth in chapter 36.28 RCW.

2.7 Uncontrollable Circumstances: “Uncontrollable Circumstances” means the following events: riots, wars, civil disturbances, insurrections, acts of terrorism, external fires and floods, volcanic eruptions, lightning or earthquakes at or near where the Services are performed and/or that directly affect providing of such Services.

SECTION NO. 3: PURPOSE

The purpose of this Agreement is to reduce to writing the Parties’ understanding as to the terms and conditions under which SHERIFF will provide Services to CITY. The Services will be consistent with the City’s council/manager form of management pursuant to chapter 35A.13 RCW.

SECTION NO. 4: DURATION AND TERMINATION

4.1 Initial Term and Renewal. The initial term of this Agreement shall commence as of 12:01 A.M. on the date of execution, and run through midnight, December 31, 2022, for all provisions except for the cost methodology, which shall be implemented beginning on January 1, 2018. Thereafter, this Agreement shall automatically renew for five-year time frames, unless the termination process outlined herein is invoked. The Automatic renewal shall not occur unless the CITY provides notice to the COUNTY that the City Council has authorized the renewal.

4.2 Process for Termination. This Agreement may be terminated by any Party by providing written notice after December 31, 2020 to all other Parties. COUNTY shall consult with SHERIFF prior to providing written notice of termination under this subsection. SHERIFF shall consult with COUNTY prior to providing written notice of

termination under this subsection. This termination shall be effective (24) twenty-four months after written notice is provided as long as such written notice is provided prior to midnight December 31, 2022. The same time intervals for terminations shall apply to future terms if the termination process is not invoked during the initial contract period.

4.3 Implementation of Termination. When notice of termination is given, SHERIFF and CITY agree to jointly prepare a Transition Plan and complete by a mutually agreed date.

4.3.1 Transition Plan. The Transition Plan shall identify and address, among other items (i) personnel issues; (ii) workload; (iii) ongoing case assignments; and (iv) the transfer of records. If the SHERIFF and CITY cannot mutually agree to the terms of the Transition Plan, either Party can request arbitration as provided in Section No. 18. SHERIFF and CITY shall equally share the cost of said arbitration.

4.3.2 Implementation of Transition Plan. Parties agree to use all best efforts to create and effectuate a mutual implementation of the Transition Plan.

4.4 Termination of the Agreement-Vehicles and Equipment. At the termination of this Agreement, CITY shall have the option to purchase, subject to agreement of SHERIFF and COUNTY, COUNTY-owned vehicles and/or equipment used to provide Services.

4.5 Waiver of Statutory Terms. To the extent that it is applicable to law enforcement Services, the Parties hereby waive the statutory termination rights of RCW 39.34.180(3) and elect instead to follow these contractual termination procedures as the sole method of terminating this Agreement, the terms of which are detailed in this section.

4.6 Termination of the Agreement and Settle and Adjust. The Parties recognize that Costs for Services under the Agreement are calculated utilizing the LECAP. Charges for the current year are based on estimated costs and are subject to a settle and adjust reconciliation to actual costs after the year is complete. As such, in the event this Agreement is terminated as provided for in Subsection 4.2 hereinabove, the Agreement will be subject to a settle and adjust for any years that have not yet been reconciled. In the event of termination, the Parties shall follow the process set forth in Section No. 6 to determine the settle and adjust as well as the process to object to the final adjustment(s) as set forth in Subsection 6.4 set forth hereinafter.

SECTION NO. 5: SERVICES

5.1 Services Provided and Service Levels. The SHERIFF shall provide those Services set forth in Exhibit "1," attached hereto and incorporated herein by this reference. These Services shall only be changed by mutual written agreement of Parties.

5.1.1 Dedicated CITY Officers. CITY may unilaterally adjust the number of Dedicated CITY Officers set forth in Exhibit "3" only after meaningful prior

consultation between the SHERIFF and the CITY. Written notice of such an adjustment shall be provided by CITY to COUNTY and SHERIFF.

The Police Chief shall have the ability to move Dedicated CITY Officers to different service units on a temporary basis, not to exceed 90 days, to meet current workload demands, with notification to the City Manager. Moves that exceed 90 days must be approved by the City Manager and be accompanied by a demonstrated need.

CITY patrol staffing shall be maintained at a level that allows for a minimum of one patrol officer per patrol district per shift.

5.1.2 Shared Services. SHERIFF shall provide shared Services listed in Exhibit "1" to CITY. SHERIFF shall ensure that shared service units work with the Police Chief and Precinct Commander to provide case updates, information, and data as requested. SHERIFF shall have the ability to make permanent adjustments to the number of commissioned officers providing Services listed under shared units in Exhibit "4" after 30 days advanced notice is provided to the CITY and accompanied with a cost impact estimate and service level impact estimate. The SHERIFF's ability to temporarily shift shared personnel to meet emerging needs shall not be limited.

Any adjustments in Services under this section shall only be operative after relevant notice and impact bargaining negotiations for reductions in force are satisfied with the relevant collective bargaining units but in no event shall the delay in implementation exceed 60 days after the SHERIFF has satisfied his good faith bargaining obligations pursuant to chapter 41.46 RCW for reductions. Additions will be filled in 60 days unless staffing shortages delay implementation, in which case, SHERIFF shall provide to CITY an estimated time to fill new positions added by CITY, and will continue to provide quarterly updates until the positions are filled.

Any permanent adjustments that take place under this section after the original cost estimate has been prepared shall result in the COUNTY recalculating the annual cost estimate and then adjusting the remaining monthly payments unless otherwise mutually agreed upon by the SHERIFF and City Manager.

Notwithstanding the above, SHERIFF'S ability to fulfill his statutory obligation to provide law enforcement Services to COUNTY and CITY shall not be limited.

5.2 Periodic Reporting Requirements. SHERIFF shall provide to CITY quarterly reports, within 30 days from the end of each quarter, that identify statistics used to calculate CITY'S cost in the LECAP referenced in Section No. 6 below. Those statistics which are only available to COUNTY on an annual basis shall be provided annually

within 30 days of the end of each calendar year unless the statistics are provided by an outside agency, in which case they shall be provided within 15 days after they are provided to COUNTY. These reports will allow CITY to monitor service consumption and cost accrual throughout the year.

5.2.1 Performance Measures and Workload Indicators. Available data for the indicators and measures listed in Exhibit “2” shall be provided by SHERIFF to CITY on a quarterly basis, unless otherwise mutually agreed upon by SHERIFF and the City Manager. The indicators and measures shall be modified jointly by the City Manager and SHERIFF as needed to provide the most accurate assessment of the Services provided to CITY.

Goals for each performance measure shall be established by the City Manager and the Police Chief. SHERIFF and CITY shall work together jointly to provide the necessary support and resources to achieve established goals. Failure to meet established goals on a quarterly basis shall result in progress reports provided by the Police Chief to the City Manager. The reports shall indicate the causes of the deficiencies and provide responsive action taken or recommendations by the Police Chief to correct the deficiencies as well as progress made toward achieving the goals. The progress reports shall continue until the deficiency has been corrected.

SECTION NO. 6: COST OF SERVICES

6.1 Cost Methodology. CITY costs will be determined by utilizing the LECAP. The LECAP will allocate costs through a combination of direct dedicated CITY officer costs; and shared and indirect costs allocated through mutually agreed upon allocation bases.

Salary and Benefits for Dedicated CITY Officers will be segregated into separate budget units and costs will be tracked separately.

The allocation bases will be reviewed by the COUNTY and CITY as needed. Any changes to the allocation bases will be made by staff of the CITY and COUNTY and mutually agreed upon by the SHERIFF, COUNTY CEO, and the City Manager.

Indirect costs will be applied from the Countywide Cost Allocation Plan, the COCAP. The COCAP will be prepared in accordance with OMB U.S. Office of Management and Budget Circular 2 CFR 200.

The CITY shall not be charged for costs unrelated to the provision of law enforcement Services in the current year, including but not limited to, costs for tax assessor and treasurer tax collections. CITY shall receive a credit for COCAP building charges and associated maintenance and utility costs, in recognition of CITY-owned facilities

(precinct/garage). CITY shall also receive a credit for Services paid through other revenue sources and Services that have been pre-paid by CITY.

6.2 Estimated Costs. The LECAP will be used to estimate CITY cost for Services for a contract year based upon the contract year's budget. Estimated indirect costs will be calculated by applying an indirect rate derived from actual indirect costs from the most recently completed year. CITY shall have 30 days to review the estimated costs and ask questions. Should the estimate not be provided or not be finalized by the time the invoices for a new contract year are due, CITY will continue to pay at the previous year's monthly rate until the estimate is finalized. If the CITY has paid one or more months at the previous year's rates, the COUNTY will calculate the difference between the previous year's rates and the current year's monthly estimate for those months and add the difference to the first monthly payment at the current year's estimate.

COUNTY shall notify CITY of any budget amendments expected to increase CITY's law enforcement costs by more than \$200,000.

6.3 Settle and Adjust. The LECAP will be used to calculate the actual CITY cost for the contract year based upon the contract year's actual expenses. After calculating the CITY's actual costs for a contract year, any overage or underage from the estimated billed amount will be applied to the next invoice. Should the contract no longer be in effect, payment by either Party will be due within 30 days of agreement of the final amount.

COUNTY shall provide CITY with the actual cost calculations for the contract year in writing via the LECAP no later than September 30th of any calendar year for the preceding year's costs. CITY will have thirty (30) calendar days from its receipt of the LECAP to provide COUNTY with any written objections to the amounts set forth therein. COUNTY agrees to consider all written objections received from CITY and reply to CITY no later than fifteen (15) calendar days of receipt of CITY'S objections. In the event the Parties cannot mutually resolve any written objection(s) submitted by CITY within an additional fifteen (15) calendar day time frame, or such other time frame as the Parties may mutually agree to, the objections shall be resolved pursuant to the Dispute Resolution provisions set forth in Section No. 18.

6.4 Retroactive Salary Adjustments. The Police Chief will inform the CITY of the commencement and settlement of applicable collective bargaining agreements, as well as inform CITY of the status of any pending negotiations as to tentative agreements. Should any applicable bargaining agreement not be settled in time to include any salary adjustments granted commissioned deputies under any collective bargaining agreement in the cost estimate for a given year, and that collective bargaining agreement is settled, and the settlement contains a retroactive salary adjustment, COUNTY will bill CITY for the full amount of CITY's portion of the retroactive payment. CITY will be responsible for paying COUNTY within thirty (30) days of the billing date. Additionally, COUNTY may recalculate the estimated Interlocal Agreement amount employing the cost of living or wage

increase(s) granted commissioned deputies under any collective bargaining agreement and adjust the remaining monthly payments.

6.5 Capital Purchases. Capital equipment deemed necessary for all commissioned officers, excluding vehicles, with a cost greater than \$50,000, may be billed to CITY at the time of purchase contingent upon prior CITY authorization. CITY will be billed according to its proportionate share. COUNTY will bill CITY for this cost at the time of the purchase and payment will be due within 30 days of the billing date. As part of the settle and adjust reconciliation, COUNTY will give CITY credit for the full amount paid for capital equipment in that year. The Parties may also jointly agree to apply this language to capital purchases of any amount on a case-by-case basis.

All capital items purchased by COUNTY will become the property of COUNTY. All items purchased by CITY will become the property of CITY. Capital items that have been purchased with grant funds by either CITY or COUNTY, or other funding sources, and capital items that are not utilized in providing law enforcement Services to CITY, will not be charged to CITY. All capital items that are utilized in providing law enforcement Services to CITY, and which are not immediately billed to CITY according to the terms stated in this section, and that were not purchased with other funding sources, will be incorporated as fixed assets in the (COCAP) and reimbursed through depreciation.

County shall consult with CITY prior to committing to capital purchases that exceed \$200,000. Typical recurring expenses such as vehicles are exempt from this requirement.

6.6 Billing Procedure. COUNTY will bill CITY for one-twelfth of calculated estimated contract amount during the first week of each month. Regular monthly payments by CITY will be due by the end of the month in which they are billed. Should the bill be received at a later date, the City shall have 21 days to process the payment.

6.7 Penalty. At the sole option of COUNTY, a penalty may be assessed on any late payment owed by CITY in an amount equal to lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's Investment Pool.

Any resolution of a disputed amount through use of the arbitration process identified in Section No. 18 shall include at the request of any Party, a determination of whether interest is appropriate, including the amount.

SECTION NO. 7: MUNICIPAL POLICE AUTHORITY

CITY shall retain all police powers and, by virtue of this Agreement, CITY confers municipal police authority on the SHERIFF.

SECTION NO. 8: OFFICER ASSIGNMENT, RETENTION, DISCIPLINE AND HIRING

COUNTY is acting hereunder as an independent contractor as to:

8.1 Hiring. The SHERIFF shall hire, assign, retain and discipline all employees according to applicable collective bargaining agreements, civil service rules, and state and federal laws.

8.2 Standards of Performance Governed by the SHERIFF. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed by the SHERIFF. Provided, however that only qualified, trained personnel meeting all of the requirements of applicable state laws or regulations shall be utilized in the performance of Services.

8.3 Assignment of Dedicated CITY Officers. SHERIFF or his designee and Police Chief shall work together to determine the personnel assigned to fill Dedicated CITY Officer positions. SHERIFF and CITY will work together to encourage Dedicated City Officer retention and fill open positions to provide continuity of Services. SHERIFF or his designee and the City Manager shall discuss anticipated openings due to retirements and transfers to other agencies and jointly determine how to best prepare to fill those vacancies.

8.4 Patrol Districts. Patrol districts for the CITY are established in Exhibit "5". The patrol districts will coincide within CITY limits. A patrol district is a geographical area of a size and configuration designed to minimize response times to citizen's calls for Services. Response is typically measured from the time a call is received to the time the unit arrives on the scene. If the boundary of the CITY limits change, the SHERIFF will work together with the City Manager and the Police Chief to determine if a change to the number of patrol districts is necessary. The Police Chief will also periodically evaluate the calls for Service and other impacts to response times and make recommendations to the City Manager, if necessary, regarding changes to patrol districts. All changes to the number of patrol districts in CITY shall be authorized by the Council and SHERIFF.

8.5 Dedicated CITY Units and Officers, Mutual Aid. SHERIFF recognizes that he is providing sworn police Services dedicated to CITY. Dedicated CITY Service units, established in Exhibit "1", and the Dedicated CITY Officers, established in Exhibit "3", shall work under the supervision of the Police Chief and be located at the CITY Precinct Building. CITY dedicated officers shall be provided in the number of officers shown in Exhibit "3". Service units identified as "Shared Resources" in Exhibit "4" shall be shared between the CITY and COUNTY and costs shall be allocated according to bases mutually agreed upon by staff.

8.5.1 Mutual Aid. Dedicated CITY Officers shall provide mutual aid to other local law enforcement agencies, when possible, for emergency requests.

Additionally, Dedicated CITY Officers and COUNTY Officers shall continue to assist each other and work together, sharing information and resources when mutually beneficial. Dedicated CITY Officers may be assigned to regional task force units and directed by the Police Chief to assist with investigations outside of the CITY limits for cases that have a regional impact and benefit the CITY as well as other local jurisdictions.

This section does not diminish the SHERIFF's State Constitutional and statutory law enforcement powers pursuant to chapter 36.28 RCW, nor his ultimate authority over all SHERIFF's Office employees.

SECTION NO. 9: CITY POLICE CHIEF AND PRECINCT COMMANDER SELECTION, REMOVAL AND DUTIES, AS WELL AS CITY MANAGER'S AND SHERIFF'S RESPONSIBILITIES THERETO

9.1 Selection of Police Chief or Precinct Commander. When, for any reason, there occurs a vacancy in the position of Police Chief or Precinct Commander, the SHERIFF shall designate three or more SHERIFF Deputies of the rank of Lieutenant or higher, or as otherwise agreed by the parties, as candidates for each of the positions of Police Chief or Precinct Commander. The positions of Police Chief or Precinct Commander shall be appointed from said lists of qualified candidates by the City Manager.

9.2 Removal of Police Chief or Precinct Commander.

9.2.1 Removal by SHERIFF. The SHERIFF may remove the Police Chief or Precinct Commander at any time after consultation with the City Manager.

9.2.2 Removal by City Manager. The SHERIFF shall remove the Police Chief or Precinct Commander at any time after the written request and consultation of the City Manager.

9.2.3 Reduction of Precinct Commander's Rank Due to Economic Conditions. A reduction in SHERIFF's Office Civil Service Rank due to economic necessity shall not be the sole basis for the removal of the appointed Precinct Commander by either the City Manager or the SHERIFF.

9.3 Duties of Police Chief. The Police Chief shall report to the City Manager or his/her designee and to the existing command structure within SHERIFF's Office.

The duties of the Police Chief shall include:

9.3.1 Working with the City Manager or his/her designee to establish goals, objectives and performance measures for CITY police Services which reflect specific needs within CITY;

9.3.2 Coordinating police activities within CITY, including hours of operation and CITY-specific protocols and procedures, attending meetings and providing reports as requested by the City Manager and such other duties common to a city police chief including enforcement of CITY codes and ordinances;

9.3.3 Reviewing the performance of all Dedicated CITY Officers. Reporting to City Manager or his/her designee and SHERIFF any serious recommendations for performance improvement;

9.3.4 Identify duties of all Dedicated CITY Officers as specific needs arise or as requested by the City Manager or his/her designee within the context of established policies and procedures. Reporting to SHERIFF any changes in duty of Dedicated CITY Officers;

9.3.5 Overseeing implementation within CITY of all SHERIFF policies and procedures. Maintaining a copy of SHERIFF procedures on file at City Hall for CITY'S reference. SHERIFF shall be notified of any public record requests to view or obtain a copy of the policies and procedures on file;

9.3.6 Notifying and providing electronic access to the City Manager or his/her designee of any change in SHERIFF procedures or policies, or resource as permitted by this Agreement;

9.3.7 Identifying areas of supplemental training for Dedicated CITY Officers. Making recommendations to SHERIFF for supplemental training. Making recommendations to the City Manager or his/her designee for training not provided by SHERIFF;

9.3.8 Providing supervision and direction to all Dedicated CITY Officers as well as other assigned personnel, and acting as liaison with SHERIFF Command Staff;

9.3.9 Maintaining communication between the City Manager and SHERIFF command structures to ensure that changes in SHERIFF policies are agreeable to CITY and that change in CITY policies are agreeable to SHERIFF. In the event a CITY procedure, policy, goal or operation differs from the SHERIFF's, City Manager or his/her designee, SHERIFF and COUNTY shall meet and mutually determine which policy will prevail;

9.3.10 Notifying the City Manager or his/her designee of any significant criminal occurrence or civil emergency within CITY or region that would impact the public safety or operations of CITY, and

9.3.11 Coordinating with City Manager regarding maintenance and capital improvement needs of the CITY Precinct Building.

9.4 Duties of the Precinct Commander. The Precinct Commander shall act as Police Chief in his/her absence and under the Police Chief as CITY Police Department's primary administrative assistant, and also work with CITY staff to provide data as requested and complete information required for CITY planning documents.

9.5 Duties of the City Manager. The City Manager or his/her designee shall have the responsibility of providing general direction and supervision to the assigned Police Chief relative to the furnishing of law enforcement Services to CITY as set forth in chapter 35A.13 RCW and the terms of this Agreement.

9.6 Duties of the SHERIFF. The SHERIFF or his designee shall make regular visits to the CITY Precinct Building and ensure that SHERIFF policies and procedures are being followed and that law enforcement Service is provided to CITY according to the terms of this Agreement and according to the standards of the SHERIFF. At the request of the City Manager, SHERIFF will make presentations to the Council and appearances at CITY functions as his schedule permits.

9.7 Quarterly Meetings - Sheriff and City Manager. The SHERIFF and the City Manager shall meet on a quarterly basis to ensure regular communication and to seek joint consideration of all matters of concern regarding this Agreement. Either party may invite representatives from their respective organizations to attend. It is intended that the Parties in these meetings review the Interlocal Agreement and discuss matters of mutual interest; monitor cost trends, work jointly on potential cost savings, revenue sources and other budgetary matters that may impact Service levels; seek long-term sustainability of contract terms; consider changes in labor contracts, review allocation of resources or other items that may impact either party. The dates of these meetings will be determined by mutual agreement but should coincide with the budget cycles of each party.

9.8 Quarterly Meeting – Financial and Contract Administration Representatives. At the request of CITY, COUNTY, or SHERIFF, representatives shall meet to discuss potential changes to the COCAP, the LECAP, or other items that may impact the CITY's law enforcement costs or Service levels. If possible, CITY shall be notified of such changes prior to implementation, allowing CITY an opportunity to comment.

SECTION NO. 10: OBSERVATION OF LABOR NEGOTIATIONS

CITY may participate with other cities that contract with COUNTY for law enforcement Services to select no more than two (2) representatives from the contracting cities to observe labor negotiations between COUNTY, SHERIFF and the collective bargaining units representing the employees of the SHERIFF, provided that such observers adhere to rules established by COUNTY, the SHERIFF and the bargaining units for the negotiations.

SECTION NO. 11: PROPERTY, EQUIPMENT AND TRAINING

11.1 Ownership of Property and Equipment. The ownership of all property and equipment utilized in association with either SHERIFF or CITY meeting their responsibilities under the terms of this Agreement, shall remain with the original owner at all times to include termination, unless otherwise specifically and mutually agreed upon in writing by the Parties to this Agreement.

11.2 Stationery, Notices and Forms. CITY shall supply at its own cost and expense any special supplies, logos or patches, stationery, notices, forms where such must be issued in the name of CITY.

11.3 Additional Technology. CITY desires to maintain a police force that is trained and equipped with the latest technology. SHERIFF agrees to provide police service personnel providing Services under this Agreement that are trained and equipped with such technology as is customarily provided to deputies providing law enforcement Services in the unincorporated areas of the County. Any technology not currently in use or not customarily provided to patrol deputies, may be requested by CITY or SHERIFF. Parties agree to meet and confer over the need for the acquisition, training, or use of new technology with the final decision regarding the acquisition and use of new technology resting solely with the SHERIFF so long as CITY and COUNTY have the necessary financial resources to acquire such technology and train Dedicated CITY Officers in its use. Such costs shall be born solely by the CITY.

11.4 Additional Training. CITY has indicated that it may desire to have the Dedicated CITY Officers providing Services to CITY under the terms of this Agreement attend additional or supplemental training. The SHERIFF agrees not to unreasonably withhold approval of any written request(s) by CITY for Dedicated CITY Officers providing Services under the terms of this Agreement to attend additional or supplemental training. The SHERIFF may also require Dedicated CITY Officers assigned to provide Services to CITY under the terms of this Agreement to participate in necessary state and federal training and conferences that focus on the prevention of crime and the protection of CITY'S citizens. The costs of any additional or supplemental training requested by CITY under this section and approved by the SHERIFF, or determined necessary by the SHERIFF shall be born solely by CITY.

11.5 Police Department Building, Maintenance, and Janitorial. CITY will provide offices, to include sufficient parking, for the City of Spokane Valley Police Department located at 12710 E. Sprague Avenue, City of Spokane Valley, 99216 or at such other location mutually agreed to between the CITY and SHERIFF. CITY shall provide all operation, maintenance and janitorial services for said offices.

SECTION NO. 12: COMMUNITY IDENTITY

12.1 Vehicles. Patrol, Traffic, School Resource Officer, and Community Service vehicles that are assigned to CITY shall display the color, identification and logo of CITY at CITY's sole expense. Additionally, the vehicles will indicate that they are SHERIFF vehicles. SHERIFF and CITY will determine the form of identification jointly. Detective and Supervisor vehicles may be left unmarked.

12.2 Uniform. SHERIFF maintains a uniform directed by state law. It is a uniform that carries a great deal of pride. CITY recognizes that the assigned personnel will retain the uniform of the Spokane County Sheriff's Office; however, SHERIFF agrees that assigned personnel shall wear additional identification in the nature of a patch, clearly indicating affiliation with CITY on uniforms, jackets, and jumpsuits. Jumpsuits shall include the word "Police" in large type on the back. The nature and design of any additional identification will be determined jointly by SHERIFF and CITY and provided to SHERIFF by CITY at CITY's sole expense.

SECTION NO. 13: RECORDS

All records prepared, owned, used or retained by COUNTY or SHERIFF in conjunction with providing Services under the terms of this Agreement shall be deemed COUNTY property and shall be made available to CITY upon request by the City Manager subject to the records retention schedule set forth by the Washington State Secretary of State, the attorney client and attorney work product privileges set forth in statute, court rule or case law. The Parties agree to cooperate in complying with the provisions of chapter 42.56 RCW. Should the Agreement terminate, the Parties will meet, and discuss the nature and extent of records required to be transferred to the successor agency. The COUNTY agrees to effect the transfer no later than the last day of the contract. The cost of any transfers of records to the control of the CITY under this provision shall be assumed solely by the CITY.

SECTION NO. 14: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Agreement.

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from any change in or new law, order, rule or regulation of any nature which renders providing of Services in accordance with the terms of this Agreement legally impossible, and any other circumstances beyond the control of the SHERIFF, which render legally impossible the performance by the SHERIFF of its obligations under this Agreement, shall be deemed not a default under this Agreement.

SECTION NO. 15: RELATIONSHIP OF THE PARTIES

For the purpose of this section, the terminology “COUNTY” shall also include SHERIFF.

The Parties intend that an independent contractor relationship will be created by this Agreement. COUNTY shall be an independent contractor and not the agent or employee of CITY, that CITY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the SHERIFF. Any and all employees who provide Services to CITY under this Agreement shall be deemed employees solely of the SHERIFF. The SHERIFF shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of CITY shall be deemed to be an employee, agent, servant or representative of the SHERIFF or COUNTY for any purpose.

SECTION NO. 16: LIABILITY

For the purpose of this section, the terminology “COUNTY” shall also include the “PROSECUTING ATTORNEY.”

(a) COUNTY shall indemnify and hold harmless CITY and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of COUNTY, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against CITY, COUNTY shall defend the same at its sole cost and expense and if final judgment in said suit be rendered against CITY, and its officers, agents, and employees, or jointly against CITY and COUNTY and their respective officers, agents, and employees, COUNTY shall satisfy the same.

(b) CITY shall indemnify and hold harmless COUNTY and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of CITY, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against COUNTY, CITY shall defend the same at its sole cost and expense and if final judgment in said suit be rendered against COUNTY, and its officers, agents, and employees, or jointly against COUNTY and CITY and their respective officers, agents, and employees, CITY shall satisfy the same.

(c) 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.

(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 this Agreement.

(f) The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

(g) COUNTY and CITY agree to either self insure or purchase policies of insurance covering the matters contained in this Agreement with coverages of not less than \$5,000,000 per occurrence with \$5,000,000 aggregate limits including professional liability and auto.

SECTION NO. 17: INITIATIVES AND LOCAL BUDGET REDUCTIONS

The Parties recognize that revenue-reducing initiative(s) passed by the voters of Washington and/or local revenue reductions (i.e. loss of sales tax) and/or local government mandates may substantially reduce local operating revenue for CITY, COUNTY or both Parties. The Parties agree that it is necessary to have flexibility to reduce the contracted amount(s) in this Agreement in response to budget constraints resulting from the passage of State-wide revenue-reducing initiative(s) and/or local revenue reductions and/or local government mandates. If such an event occurs, the Parties agree to negotiate in good faith to achieve a mutually agreeable resolution in a timely fashion.

SECTION NO. 18: DISPUTE RESOLUTION

Any dispute regarding the interpretation of, failure to perform, or the costs for Services assessed under the terms of this Agreement between the SHERIFF, COUNTY or CITY shall first be reduced to writing and considered by the COUNTY CEO ("Chief Executive Officer") and the City Manager if it is a monetary dispute. If it is a non-monetary dispute, it shall be reduced to writing and considered by the SHERIFF and City Manager. The City Manager and the COUNTY CEO or SHERIFF shall agree to develop a corrective action plan to address any dispute covered in this section. The action plan shall be completed within 30 days of agreement to develop the action plan unless the Parties agree to extend this timeline. The action plan shall be implemented by the SHERIFF within 30 days of completion of the action plan. If the SHERIFF or CEO fails to complete or implement an action plan, discontinues the action plan without agreement by the City Manager, or the

dispute otherwise remains unresolved, the dispute may be submitted to arbitration by any Party.

COUNTY or SHERIFF, respectively, and CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the respective Parties.

SECTION NO. 19: ASSIGNMENT

No party may assign in whole or part its interest in this Agreement without the written approval of the other Parties. Nothing in this section shall prohibit COUNTY or SHERIFF from contracting with third parties for Services provided for in this Agreement.

SECTION NO. 20: NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail, return-receipt requested, sent to the Parties at their respective addresses herein above given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

SECTION NO. 21: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 22: 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. 23: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party's authority or powers under law.

SECTION NO. 24: HEADINGS

The Section and subsection 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.

SECTION NO. 25: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. Parties have read and understand the whole of the above Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce either to execute the same.

SECTION NO. 26: COUNTERPARTS

This Agreement may be executed in any number of multiple signed originals, 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. 27: AGREEMENT TO BE FILED

COUNTY shall file this Agreement with such offices or agencies as required by chapter 39.34 RCW.

SECTION NO. 28: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case any Party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other respective Party may, at its election, hold the other Party liable for all costs and damages caused by such delay.

SECTION NO. 29: CHAPTER 39.34 RCW REQUIRED CLAUSES

- A. Purpose. See Section No. 3 above.
- B. Agreement to be Filed. See Section No. 27 above.
- C. Duration. See Section No. 4 above.
- D. Termination. See Section No. 4 above.

- E. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- F. Responsibilities of the Parties. See applicable sections within Agreement.
- G. Property upon Termination. See Section Nos. 4.4 and 11 above.

SECTION NO. 30: SEVERABILITY

The Parties agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 31: THIRD PARTY BENEFICIARIES.

This Agreement is intended for the benefit of COUNTY, CITY and SHERIFF and not for the benefit of any third parties.

SECTION NO. 32. SURVIVAL

Without being exclusive, Section Nos. 16, 20, and 21 of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

SECTION NO. 33. MEDIA RELEASES AND CONTACT

Media releases concerning law enforcement activities covered under this Agreement will be prepared by the SHERIFF'S Public Information Officer. Any such release of information to the media that is deemed to be sensitive or likely to cause concern or alarm shall be provided to the City Manager before its release. CITY shall not issue any media releases regarding law enforcement activities covered under this Agreement without prior approval of the SHERIFF unless otherwise agreed by the Parties. SHERIFF will endeavor to have the Police Chief or designee interact with the media when appropriate. SHERIFF's ability to interact with the media on CITY's behalf shall not be limited by this section.

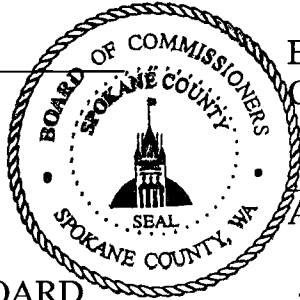
SECTION NO. 34: MODIFICATION

This Agreement may only be modified in writing by the mutual written agreement of the Parties.

(This space intentionally left blank.)

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

DATED: 9-5-17



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

[Signature]
AL FRENCH, Chair

ATTEST:
CLERK OF THE BOARD

BY: [Signature]
GINNA VASQUEZ
17-0752

[Signature]
JOSH KERNS, Vice-Chair

VACANT
Commissioner

DATED: 8/30/17

SPOKANE COUNTY SHERIFF:

[Signature]
OZIE KNEZOVICH

DATED: 8-10-2017

CITY OF SPOKANE VALLEY:

[Signature]
MARK CALHOUN, City Manager

Attest: [Signature]
CHRISTINE BAINBRIDGE
City Clerk

Approved as to form only:
[Signature]
Office of the City Attorney

Exhibit 1 – Services Provided to CITY by SHERIFF

CITY Dedicated Service Units

CITY Police Department Administration (Chief, Commander, Sergeant)

Patrol

Traffic

Community Services

Domestic Violence

School Resource Officers

K-9

Property and Drug Crimes Investigations

Shared Service Units

Major Crimes

Sex Crimes

Investigative Task Force

Joint Terrorism Task Force

Safe Streets (Drug Task Force and Gang Enforcement)

Emergency Operations Team

SHERIFF Command Staff

Public Information Officer

Training/Professional Standards

SCOPE/SIRT

Radio Dispatch

Helicopter

Forensics

Crime Check

Records Management

Property Storage

Explosive Disposal

Communications

Crime Analysis

Garage

Firing Range

Fleet

SWAT/Hostage Negotiation

Extra Duty Employment

Reservist and Explorer Units

Crime Check

Civilian Administrative Support

Computer Aided Dispatch/Report Management System

Regional Services

Civil

Marine Patrol

SHERIFF

Sex Offender Registration

Exhibit 2 – Performance Measures and Workload Indicators

Workload Indicators

Total incidents per Dedicated CITY Patrol Officer per shift
Total citizen initiated Calls for Service
Total citizen initiated Calls for Service with Dedicated CITY Patrol Officer response
Total Dedicated CITY Officer initiated incidents
Total Dedicated CITY Officer involved incidents
Total incidents requiring written documentation
Total property crimes
Total crimes against persons
Total incidents resulting in custodial arrest
Total traffic infractions/citations issued
Total traffic infractions/citations from citizen complaints
Total reported collisions
Total Major Crime investigations initiated
Total Sex Crime investigations initiated
Total Property/Drug Crime investigations initiated

Performance Measures

Average patrol staffing per shift
Citizen complaints per 1,000 Dedicated CITY Officer incidents
Outcome of complaint investigations (% sustained, not sustained, exonerated, unfounded, pending, changed to inquiry)
Use of force per 1,000 Dedicated CITY Officer incidents
Outcome of use of force incidents (% within policy and not within policy)
Average response time for priority 1 calls for Service
Percentage of calls for Service with deputy response
Percentage of incidents that were deputy initiated
Percentage of solvable property crime cases assigned
Percentage of assigned cases solved by investigative unit
Percentage of assigned cases solved by charges filed by investigative unit
Total unassigned cases
Cases inactivated due to lack of evidence or leads
Collisions per capita
Percentage of traffic complaints worked

Exhibit 3 - Dedicated CITY Officers

Administrative

Police Chief/Undersheriff	1
Precinct Commander/Captain	1
Sergeant	1

Patrol

Lieutenant	2
Sergeant	9
Deputies	47
K-9 Deputies	3

Traffic

Sergeant	1
Detective/Corporal	1
Deputies	5

Community Services

Deputy	1
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Domestic Violence

Detective/Corporal	1
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School Resource Officer

Deputy	4
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Property and Drug Crimes

Sergeant	1
Detectives	10
Deputy	<u>1</u>

Total Dedicated Officers 89

Exhibit 4 - Combined Number of Officers in Shared Units

Investigations

Captain	1
Lieutenant	1
DEA Deputy	1

Major Crimes

Sergeant	1
Detectives	6

Sex Crimes

Sergeant	1
Detectives	6

Investigative Task Force

Lieutenant	1
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Regional Intelligence Group

Detective	1
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Joint Terrorism Task Force

Detective	1
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Safe Streets (Drugs and Gangs)

Sergeant	1
Detectives	4
Deputies	1

Emergency Operations Team

Deputy	2
--------	---

Command Staff

Undersheriff	1
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Public Information Officer

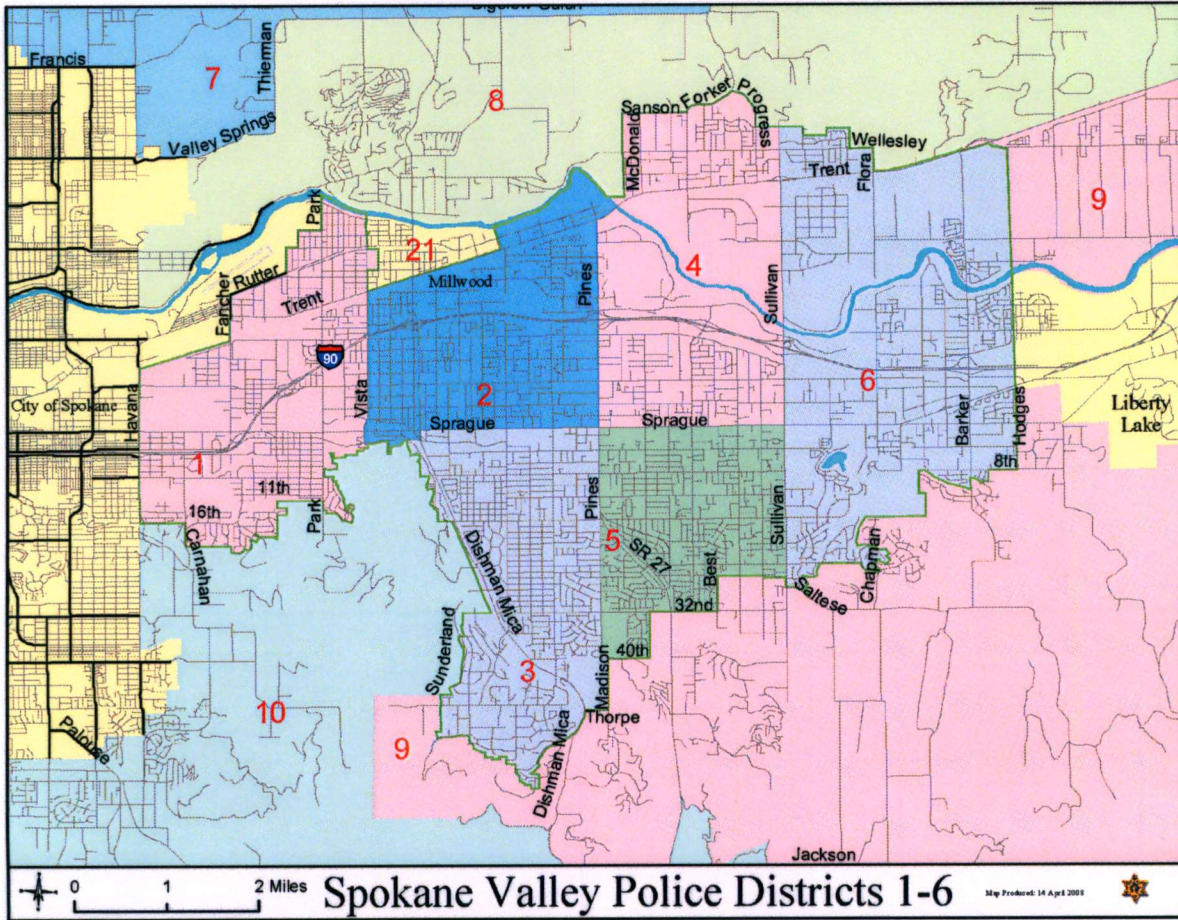
Sergeant	1
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Training/Professional Standards

Lieutenant	1
Sergeant	2
Deputies	2

Total Shared Officers **35**

Exhibit 5 - CITY Patrol Districts



CERTIFICATE OF MEMBERSHIP IN THE WASHINGTON COUNTIES RISK POOL

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE JOINT SELF-INSURANCE LIABILITY COVERAGE AFFORDED BY THE WASHINGTON COUNTIES RISK POOL

MEMBER COUNTY: Spokane County, Washington Attn: Steve Bartel, Risk Manager 1033 W. Gardner Spokane, WA 99260	Liability Coverage Afforded by the: Washington Counties Risk Pool 2558 R W Johnson Rd SW, Suite 106 Tumwater, WA 98512-6103
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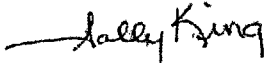
Spokane County (the "County") is a member of the Washington Counties Risk Pool (the "Pool"), as authorized by RCW 48.62.031, and the County is covered by the Pool's Joint Self-Insurance Liability Program. The Pool's Joint Self-Insurance Liability Program was created by interlocal cooperative agreement amongst the Pool's member counties to share risks by "jointly, self-insuring" certain third-party liabilities. The Pool is **NOT** an insurance company. Claims that are covered under a Memorandum of Liability Coverage ("MLC") from the Pool and were submitted under Chapter 4.96 RCW ("*Actions against political subdivisions, municipal and quasi-municipal corporations*") against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of an agreement/contract which the County and/or its officers, employees or volunteers are found to be liable for will be paid by the Pool and/or the County.

MLC NUMBER: MLC EFFECTIVE DATE: MLC EXPIRATION DATE: LIMITS OF LIABILITY EACH OCCURRENCE BI AND PD COMBINED:	20162017RISKPOOL-SPCO October 1, 2016 October 1, 2017 \$10,000,000
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TYPES OF LIABILITY COVERAGE AFFORDED:	<p align="center"><u>General Liability</u></p> <p>Including: Bodily Injury Personal Injury Property Damage Errors and Omissions/Professional Advertising Injury</p> <p align="center"><u>Automobile Liability</u></p>
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DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE Interlocal Agreement for Law Enforcement Services During the MLC Period 10/1/16 - 10/1/17	CANCELLATION SHOULD THE ABOVE DESCRIBED MLC BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY OF ANY KIND UPON THE ISSUER OR ITS AGENTS OR REPRESENTATIVES.
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CERTIFICATE HOLDER:	ISSUE DATE: August 4, 2017
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City of Spokane Valley 11707 E Sprague Ave, Suite 706 Spokane Valley WA 99206	<p align="center"></p> Claims Assistant
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