

OPR#	2015-0074	
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## Incomplete submissions will be returned to the Department until all requirements are met. (Summary to be printed on blue paper)

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Department Name Department Project	<del></del>		New Contract CR # Date:	02/09/17
Address: 1	Spokane County 116 W Broadway Ave	Remittance Address: City, State, Zip		
<b>Summary of Servi</b>	ces			
	ension of the original MOU betw Cost Sharing for system implem		•	
Amount:	Budget	Code:	F	RECEIVED
Maximum Amount				FEB 0 9 2017
Maximum Amount			CITY	CLERK'S OFFICE
Beginning Date: 2/	1/2017 Expiration Date:	Open-Ended:		OLERK S OFFICE
City Business Lice	hasing Policy to be kept on file in Deense and expiration date   If Put UBI Number and Expiration Date			
Department Verification	on Statement: My signature below v	erifies that all documentati	on has been com	pleted.
Requestor/Verifier/0	Contact:			
Funds are available in	n the appropriate budget account			
Accountant	Signature		ate / /	
Department Head	Signature	<del></del>	2/4/17 ate	• · · · · · · · · · · · · · · · · · · ·
Other	Signature		ate	
Other	Signature	De	ate	
Distribution List				
Contractor E-mail: Dept. Contact E-mail:		Contract Accounting: n Taxes and Licenses	ndoval@spokane	city.org
				·····

Office of County Commissioners

Josh Kerns, 1st district • Shelly O'Quinn, 2nd district • Al French, 3rd district

January 30, 2017

Ms. Theresa Sanders, City Administrator City of Spokane 808 West Spokane Falls Boulevard Spokane, Washington 99201



Re:

Memorandum of Understanding Regarding Regional Program and Project Management

Position

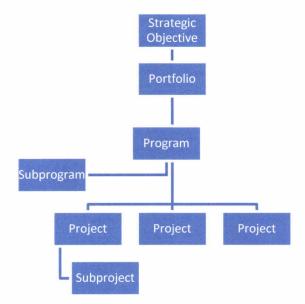
Dear Theresa:

This correspondence will act as a Memorandum of Understanding ("MOU") between Spokane County ("County") and the City of Spokane ("City"), jointly "Parties" with respect to a shared Regional Project Management Position ("Regional Project Manager").

## **BACKGROUND**

Regional project management has been determined to be a valuable tool to approach projects of mutual interest to the County and City ("Mutual Projects"). As such, a Regional Governance Committee has been established in the document entitled "Amendment No. 2 To Interlocal Agreement for Implementation and Annual Maintenance of Computer Aided Dispatch (CAD), Records Management System (RMS), and Mobile Applications and Other Matters Related Thereto" executed by the Parties respectively under OPR 2015-0074 and Resolution 15-0755 ("Amendment No. 2"). Amendment No. 2 provides that the Regional Governance Committee shall have various responsibilities, including among others "...may address issues of discussion for other regional projects in addition to those within this Agreement."

Central to the successful outcome of Mutual Projects is the role of the Regional Project Manager. Mutual Projects may be scale in magnitude to either a Program of collected projects or Portfolios that are tied to Strategic Initiatives at the County and City (see below).



The Parties desire to enter into a MOU setting forth their respective commitments, both financially and otherwise, regarding the establishment of a Regional Project Manager position.

## **PURPOSE**

The purpose of this MOU is to reduce to writing the Parties respective commitments, both financially and otherwise, understanding the establishment of the Regional Project Manager position.

Pursuant to the terms of this MOU, the Parties understand and agree as follows:

- (1) The position of Regional Project Manager will be created as a City, County or contract position. The Regional Project Manager's primary responsibility will be the oversight and implementation of projects and/or programs authorized by the Regional Governance Committee.
- (2) The Parties will agree on the annualized salary of the Regional Project Manager to include benefits or total contracted amount.
- (3) The Regional Project Manager's annualized salary to include benefits or contracted amount will be split based on a mutually agreed to pre-determined share per project prior to project, program or portfolio authorization.
- (4) The party housing the position will bill the other party utilizing the Regional Project Manager resources annually or semi-annually. The Parties will commit in writing on an annual basis to share in the salary plus benefits of the Regional Project

Manager. If a contracted position, the Parties may be billed monthly.

- (5) Salary adjustments or contracted amount for the Regional Project Manager must be approved by the Regional Governance Committee established in Amendment No. 2.
- (6) The Parties acknowledge and agree to the following Governance Model ("Org Chart") related to the oversight of the Regional Project Manager.



- (7) The Parties shall be responsible for filing this MOU as provided for in RCW 39.34.040.
- (8) Consistent with the provisions of chapter 39.34 RCW, the Parties agree and acknowledge as follows:
  - A. <u>Duration</u>: The term of the MOU shall commence as of the date of the last signatory and run until terminated by either party upon 30 day's written notice to the other party. Provided the MOU cannot be terminated once the Regional Governance Committee ask the Regional Project Manager to address a Project until that Project has been completed.
  - **B.** <u>Separate Legal Entity</u>: This MOU does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
  - C. <u>Responsibilities of the Parties</u>: See provisions above.
  - **D.** Agreement to be Filed: See provisions below.
  - **E.** <u>Financing</u>: Each party shall be solely responsible for financing its obligations under this MOU.
  - **F.** <u>Property upon Termination:</u> Title to all personal property acquired by any party in performance of the MOU shall remain with the acquiring party upon termination of the MOU.

## Ms. Theresa Sanders, City Administrator January 30, 2017 Page 4

The County's execution of this MOU shall act as its agreement with all of the terms and conditions set forth herein.

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This MOU may be executed in counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same.

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Very truly yours,
Gerry Gemmill County Chief Executive Officer
(Authorized by Board of County Commissioners on <u>Jan</u> <u>30</u> , 2017) Resolution No. 17-0121
******************
Reviewed and agreed to this 157 day of FEBRUARY, 2017.
City of Spokane By: Menny Amoun
Title: CITY ADDCULY STRATUR
Approved as to form:  Assistant City Attorney
Attest: Jerri Affects
Spokane City Clerk