

Rum

09/13/12
85



Agenda Sheet for City Council Meeting of:
07/30/2012

Date Rec'd	7/18/2012
Clerk's File #	OPR 2012-0591
Renews #	
Cross Ref #	ORD C34892
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	TIM 6218 SZAMBELAN
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	INTERLOCAL AGREEMENT WITH SPOKANE COUNTY FOR A TRAFFIC SCHOOL

Agenda Wording
 The City, through its Police Department, in conjunction with Spokane County, shall establish a traffic school for City municipal court traffic matters pursuant to chapter 46.83 RCW.

Summary (Background)
 The City, through its Police Department, shall establish a traffic school for City municipal court traffic matters pursuant to chapter 46.83 RCW. The purpose of the traffic school is to instruct, educate, and inform all persons appearing for training in the proper, lawful, and safe operation of motor vehicles.

Fiscal Impact	Budget Account
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	BURNS BARBARA	Study Session	
Division Director	<i>[Signature]</i> 8/21/12	Other	
Finance	LESÉSNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	tszambelan@spokanecity.org	
For the Mayor	FEIST, MARLENE	rriedinger@spokanecity.org	
Additional Approvals		fscalise@spokanecity.org	
Purchasing			

APPROVED BY SPOKANE CITY COUNCIL
 on
 7/30/2012
[Signature]
 SPOKANE CITY CLERK

RECEIVED
09-13-12
CITY CLERK'S OFFICE
SPOKANE, WA

INTERLOCAL AGREEMENT

City of Spokane Traffic School
12-070-5

THIS AGREEMENT entered into 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, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY", jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

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

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, RCW 46.83.010 authorizes cities to establish a traffic school subject to agreement with their appropriate county;

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the PARTIES' understanding of the terms and conditions under which the CITY will finance, organize and operate a traffic school.

SECTION NO. 2: DURATION

This Agreement shall be effective on October 1, 2012 and run until terminated by either Party by ninety (90) days notice of termination to the other Party.

SECTION NO. 3: TRAFFIC SCHOOL

- A. The CITY through it's Police Department shall establish a traffic school for CITY municipal court traffic matters pursuant to chapter 46.83 RCW.
- B. The purpose of the traffic school is to instruct, educate, and inform all persons appearing for training in the proper, lawful, and safe operation of motor vehicles, including but not limited to rules of the road and the limitations of persons,

vehicles, and bicycles and roads, streets, and highways under varying conditions and circumstances.

- C. The City of Spokane Police Department may charge a fee to traffic school participants to recover some or all of the costs of administering the traffic school. The amount of the fee shall be equal to the base penalty for an unscheduled traffic infraction as established and periodically amended by the Washington State Supreme Court pursuant to RCW 46.63.110, plus all assessments and other costs that are required by statute or rule to be added to the base penalty. Fees collected that are in excess of the costs of operating the traffic school may be used for those purposes set forth in RCW 46.83.070 or as provided by law.
- D. All funds appropriated by the CITY for the operation of its traffic school may be deposited with the Spokane County Treasurer or may be deposited in the same fashion as the CITY deposits its other funds.
- E. The traffic school shall be held at the Spokane Police Academy or such other location as the CITY may hereinafter determine. The CITY shall advise the COUNTY of any change in location of the traffic school. The training shall be entirely classroom (lecture, discussion and video presentation) and will be approximately six (6) hours in length. Training in connection with a condition of deferral, sentence, or penalty for a traffic infraction or traffic-related criminal offense listed under RCW 46.63.020 shall include a curriculum of not more than thirty (30) minutes devoted to driving safely among bicyclists and pedestrians that has been approved by the Department of Licensing for diver training school

SECTION NO. 4: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

CITY: Mayor or designee
City of Spokane
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Copy: Chief of Police
City of Spokane
1100 West Mallon Avenue
Spokane, Washington 99260

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

Copy: Sheriff
Spokane County
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 5: ASSIGNMENT

This Agreement shall be binding upon the PARTIES, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

SECTION NO. 6: LIABILITY

For purposes of this section, the term COUNTY shall include the Spokane County Sheriff.

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.

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.

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.

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.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

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.

SECTION NO. 7: INSURANCE

During the term of the Agreement, the CITY shall maintain in force at its own expense, each insurance noted below:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for (2) two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the CITY or its insurer(s) to the COUNTY.

SECTION NO. 8: ANTI-KICKBACK

No officer or employee of the CITY, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO. 9: 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. 10: 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. 11: NON-DISCRIMINATION

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 Agreement 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.

SECTION NO. 12: MISCELLANEOUS

- A. NON-WAIVER: No waiver by any 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. ENTIRE AGREEMENT: This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless the change or addition is in writing, executed by the PARTIES.
- C. MODIFICATION: No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. HEADINGS: The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- E. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- F. SEVERABILITY: 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 the statutory provision.

- G. RELATIONSHIP OF THE PARTIES: The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

SECTION NO. 13: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section No. 1 above.
- B. DURATION: See Section No. 2 above.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See provisions above.
- E. AGREEMENT TO BE FILED: The CITY shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: See Section No. 3 D above. Additionally, each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION: See Section No. 2 above.
- H. PROPERTY UPON TERMINATION: Title to all property acquired by any 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.

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

DATED: 9/4/2012

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

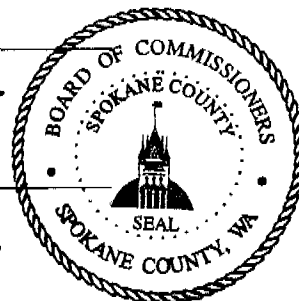
Todd Mielke
Todd Mielke, Chair

ATTEST:

Daniela Erickson
Daniela Erickson
Clerk of the Board
12-0705

Mark Richard
Mark Richard, Vice-Chair

Al French
Al French, Commissioner



APPROVED AS TO FORM:

James Marshall
Deputy Civil Prosecuting Attorney

DATED: 8/24/12

CITY OF SPOKANE

By: David A. Condon

David A. Condon
Mayor
City of Spokane

Attest:

Leanne Hulse
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney



BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT BETWEEN)
SPOKANE COUNTY AND THE CITY OF)
SPOKANE WITH REGARD TO ITS)
ESTABLISHMENT OF A TRAFFIC SCHOOL AS)
PROVIDED FOR IN RCW 46.83.010)

RESOLUTION

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

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

WHEREAS, pursuant to RCW 46.83.010, cities are authorized to establish a traffic school subject to agreement with their appropriate county; and

WHEREAS, pursuant to the provisions of RCW 46.83.010, the City of Spokane is desirous of establishing a traffic school in conjunction with City of Spokane Municipal Court traffic matters for the purpose of instructing, educating and inform all persons appearing for training in the proper, lawful and safe operation of motor vehicles.


NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 46.83.010, that the Board does hereby authorize the execution of an agreement entitled "*INTERLOCAL AGREEMENT*" pursuant to which Spokane County will authorize the City of Spokane to establish and operate a traffic school as provided for in chapter 46.83 RCW in conjunction with City of Spokane's Municipal Court traffic matters for the purpose of instructing, educating and inform all persons appearing for training in the proper, lawful and safe operation of motor vehicles.

PASSED AND ADOPTED this 4th day of September 2012.




BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


TODD MIELKE, Chair


MARK RICHARD, Vice-Chair


AL FRENCH, Commissioner

ATTEST:


Daniela Erickson, Clerk of the Board