



Agenda Sheet for City Council Meeting of:
07/25/2016

Date Rec'd	6/22/2016
Clerk's File #	OPR 2016-0585
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	JUSTIN BINGHAM 835-5994
Contact E-Mail	JBINGHAM@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0500-20016 RELICENSING PROGRAM INTERLOCAL

Agenda Wording

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2016.

Summary (Background)

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue by assisting suspended drivers to regain their license and insurance and pay outstanding fines.

Fiscal Impact

Revenue	\$ 100,000
Select	\$
Select	\$
Select	\$

Budget Account

0500-11220-99999-34239
#
#
#

Approvals

Dept Head	DALTON, PAT
Division Director	
Finance	KECK, KATHLEEN
Legal	DALTON, PAT
For the Mayor	WHITNEY, TYLER

Council Notifications

Study Session	BRIEF COUNCIL 7/18/16
Other	PSC 6/20/2016

Distribution List

missertis@spokanecity.org
jbingham@spokanecity.org
epbrown@spokanecity.org
hwhaley@spokanecity.org
lhaskell@spokanecounty.org
gvasquez@spokanecounty.org
kkeck@spokanecity.org

Additional Approvals

Purchasing	

jfaught@spokanecity.org

APPROVED BY
SPOKANE CITY COUNCIL:

7/25/2016
Sen. H. G. [Signature]

CITY CLERK

BRIEFING PAPER
City of Spokane
City Legal/City Prosecutor's Office
2016 Relicensing Program Interlocal
June 20, 2016

Subject

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2016.

Background

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue and reducing the impact on the criminal justice system of the charge of driving while license suspended in the 3rd degree.

Impact

- Reduces number of unlicensed and uninsured drivers
- Reduces docket case loads for Municipal and District Court
- Generates revenue via affordable monthly payment plans

Action

Recommendation of the Public Safety Committee for City Council approval of the 2016 Relicensing Program Interlocal Agreement (January 1, 2016 – December 31, 2016).

Funding

City funds for this interlocal agreement are available in the City's 2016 annual budget.

For further information contact: Justin Bingham, City Prosecutor, 835-5994 or jbingham@spokanecity.org

RECEIVED

APR 27 2016

CITY CLERK'S OFFICE

S P O K A N E



C O U N T Y

OFFICE OF COUNTY COMMISSIONERS

NANCY McLAUGHLIN, 1ST DISTRICT • SHELLY O'QUINN, 2ND DISTRICT • AL FRENCH, 3RD DISTRICT

April 25, 2016

Terrie Pfister
City of Spokane, City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Re: Relicensing Project Interlocal Agreement.

Good Afternoon Terri,

Enclosed you will find two original Relicensing Project Interlocal Agreement documents approved under Resolution No. 2016-0292. Page 10 requires signature from the city. After signing both originals please return one to our office and keep the other for your records.

Should you have any questions or concerns please feel free to contact our office at (509) 477-2265.

Have a wonderful day!

Sincerely,

A handwritten signature in black ink that reads 'Katrina Solum'. The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Katrina Solum
Office Assistant

ksolum@spokanecounty.org

RELICENSING PROJECT INTERLOCAL AGREEMENT

(January 1, 2016-December 31, 2016)

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY," SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY," and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR," hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

W I T N E S S E T H:

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

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, the PARTIES agree as follows:

SECTION NO. 1: PURPOSE.

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project ("RP").

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2016 and continue until December 31, 2016. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule "A."

A. General:

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term "salary" shall include all benefits such as medical, dental, life insurance and disability.
2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR'S Paralegal II, Legal Office Assistant 1 and Cashier or equivalent positions. The term "salaries" shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.
4. The PROSECUTOR will contribute the use of an additional photo copier.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.
2. The PROSECUTOR shall contribute the costs associated with the additional photo copier.
3. The CITY shall contribute the expenses associated with telecommunication line and long distance charges.
4. The CITY shall contribute the expenses associated with postage.
5. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.

7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
8. The COUNTY will contribute the costs associated with revenue collection.
9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. Budgeting:

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2016. At the end of the term, the COUNTY and PROSECUTOR agree to review continued participation in the Relicensing Program. Each PARTY shall advise the other PARTIES, by October 1, 2016, of its intent to participate in this Agreement in calendar year 2017 and any proposed budget changes affecting this Agreement for calendar year 2017. However, the Parties recognize that any intent to continue participation in 2017 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2016 for 2017. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.
2. The Spokane County Prosecutor's Office, Discovery Unit, will collect the program administrative fee and post such fees to a segregated revenue line item for RP.
3. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2016, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget for 2016 showing that the CITY advances approximately fifty three and thirty six hundredths percent (53.36%) of budgeted costs of RP and the COUNTY advances forty six and sixty four hundredths percent (46.64%) of the budgeted costs of RP. The PARTIES

recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.

4. In January 2016, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2016 through December 31, 2016 and from there determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2016 through December 31, 2016 contribution.
5. Using the same percent of contribution determined in paragraph 4, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2016 through December 31, 2016. The proceeds from the administrative fee collected during October, November and December of 2015 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2016 through December 31, 2016 to those determined under the terms of paragraph 4.
6. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.
- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

SECTION NO. 6: LIABILITY

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.

- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.


County initials


City initials

SECTION NO. 7: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by

certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

Copy: City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

COUNTY: County Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

PROSECUTOR: Spokane County Prosecutor
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: 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.

SECTION NO. 9: ADMINISTRATION

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

SECTION NO. 10: 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. 11 RCW 39.34 REQUIRED CLAUSES

- A. Purposes: See Section No. 1 above.
- B. Duration: See Section No. 3 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. 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: 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. See Section No. 8 above.

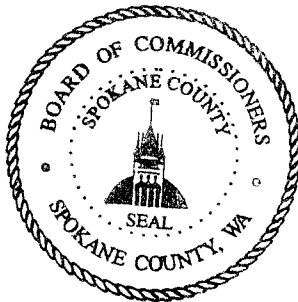
SECTION NO. 12: MISCELLANEOUS

- 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. 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 the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any 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. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

- 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 such statutory provision.
- 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. 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.
- I. Venue. 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.
- J. 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.
- K. 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 any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- L. No Third Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

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

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 19th day of April, 2016.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Shelly O'Quinn
SHELLY O'QUINN, CHAIR

ABSENT

AL FRENCH, VICE-CHAIR

ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

Nancy McLaughlin
NANCY MCLAUGHLIN, COMMISSIONER

16 - 0292

Dated: 8-2-16

CITY OF SPOKANE



By: Dan A. Conner

Title: MAYOR

Attest:

Jenni R. Roberts
City Clerk

Approved as to form:

Pct Dalfon
Assistant City Attorney

16-455

Community Relicensing Project

Budget Summary

	A	C	D	E
1				
2	City Prosecuting Attorney			
3		Gross Expense	City Contribution	County Contribution
4	Personnel Expenses			
5				
6	City Prosecutor Staff (Base Compensation)			
7	Asst Prosecutor	\$ 79,974.00	\$ 79,974.00	\$ -
9	Total City Prosecutor Base Compensation	\$ 79,974.00	\$ 79,974.00	\$ -
10				
11	City Prosecutor Staff (Benefit Compensation)			
12	Asst Prosecutor	\$ 24,614.00	\$ 24,614.00	\$ -
14	Total City Prosecutor Employee Benefits	\$ 24,614.00	\$ 24,614.00	\$ -
15				
16	Total City Prosecutor Employee Costs	\$ 104,588.00	\$ 104,588.00	\$ -
17				
18	City Non-personnel Expenses			
19	Travel		\$ -	\$ -
20	Equipment	\$ 13,000.81	\$ 13,000.81	\$ -
21	Supplies	\$ 2,971.30	\$ 2,971.30	\$ -
22	Office Space	\$ 7,560.00	\$ 7,560.00	\$ -
23	Total Non-personnel Expenses	\$ 23,532.11	\$ 23,532.11	\$ -
24				
25	Total City Prosecutor Expenses	\$ 128,120.11	\$ 128,120.11	\$ -
26				
27				
28	Total City Expenses	\$ 128,120.11	\$ 128,120.11	\$ -
29				
30	County Prosecuting Attorney			
31				
32	Personnel Expenses			
33		Gross Expense	City Contribution	County Contribution
34	County Prosecutor Staff (Base Compensation)			
35	Legal Office Asst 2 (Step 7)	\$ 26,144.00	\$ -	\$ 26,144.00
36	Paralegal 2 (Step 6)	\$ 43,411.00	\$ -	\$ 43,411.00
38	Cashier (Step 7)	\$ 3,601.80	\$ -	\$ 3,601.80
39	Total County Prosecutor Base Compensation	\$ 73,156.80	\$ -	\$ 73,156.80
40				
41	County Prosecutor Staff (Benefit Compensation)			
42	Legal Office Asst 2 (Step 7)	\$ 13,201.00	\$ -	\$ 13,201.00
43	Paralegal 2 (Step 6)	\$ 16,459.00	\$ -	\$ 16,459.00
45	Cashier (Step 7)	\$ 2,554.30	\$ -	\$ 2,554.30
46	Total County Prosecutor Employee Benefits	\$ 32,214.30	\$ -	\$ 32,214.30
47				
48	Total County Prosecutor Employee Costs	\$ 105,371.10	\$ -	\$ 105,371.10
49				
50	County Non-personnel Expenses			
51	Travel	\$ -	\$ -	\$ -
52	Equipment (Cannon Copier)	\$ 3,000.00	\$ -	\$ 3,000.00
53	Supplies	\$ -	\$ -	\$ -
54	Contracts	\$ -	\$ -	\$ -
55	Total Non-personnel Expenses	\$ 3,000.00	\$ -	\$ 3,000.00
56				
57	Total County CRJC Expenses	\$ 108,371.10	\$ -	\$ 108,371.10
58				
59		Gross Expense	City Contribution	County Contribution
60				
61				
62				
63	Total Current Funding Committed	\$ 236,491.21	\$ 128,120.11	\$ 108,371.10
64	% of Current Funding Committed	100.00%	54.18%	45.82%
65				
66				



Agenda Sheet for City Council Meeting of:
02/08/2016

Date Rec'd	1/20/2016
Clerk's File #	OPR 2016-0061
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	JUSTIN BINGHAM 835-5994
Contact E-Mail	JBINGHAM@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0500-2015 RELICENSING PROGRAM INTERLOCAL

Agenda Wording
Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2015.

Summary (Background)
This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue by assisting suspended drivers to regain their license and insurance and pay outstanding fines.

Fiscal Impact	Budget Account
Revenue \$ 101,000	# 0500-11220-99999-34239
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	WHALEY, HUNT	Study Session	
Division Director		Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	nisserlis@spokanecity.org	
For the Mayor	SANDERS, THERESA	jbingham@spokanecity.org	
Additional Approvals		epbrown@spokanecity.org	
Purchasing		hwhaley@spokanecity.org	
		lhaskell@spokanecounty.org	
		gvasquez@spokanecounty.org	
		kkeck@spokanecity.org	

APPROVED BY
SPOKANE CITY COUNCIL:

2/8/2016
Tom Agate
CITY CLERK

BRIEFING PAPER
City of Spokane
City Legal/City Prosecutor's Office
2015 Relicensing Program Interlocal
February 1, 2016

Subject

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2015.

Background

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue and reducing the impact on the criminal justice system of the charge of driving while license suspended in the 3rd degree.

Impact

- Reduces number of unlicensed and uninsured drivers
- Reduces docket case loads for Municipal and District Court
- Generates revenue via affordable monthly payment plans

Action

Recommendation of the Public Safety Committee for City Council approval of the 2015 Relicensing Program Interlocal Agreement (January 1, 2015 – December 31, 2015).

Funding

City funds for this interlocal agreement are available in the City's 2015 annual budget.

For further information contact: Justin Bingham, City Prosecutor, 835-5994 or jbingham@spokanecity.org

S P O K A N E



C O U N T Y

OFFICE OF COUNTY COMMISSIONERS

NANCY McLAUGHLIN, 1ST DISTRICT • SHELLY O'QUINN, 2ND DISTRICT • AL FRENCH, 3RD DISTRICT

March 7, 2016

Hunt Whaley
City Prosecutor
909 West Mallon Ave
Spokane, WA 99201

RECEIVED

MAR 11 2016

OFFICE OF THE CITY ATTORNEY

Re: Relicensing Project Interlocal Agreement among the County of Spokane, City of Spokane, and Spokane County Prosecuting Attorney for Calendar Year 2015.

Good Morning Mr. Whaley,

Enclosed are three copies of the aforementioned agreement. Your signature is required on page ten. Please sign all three original documents and forward to the Mayor's Office at City Hall for further signature. Once the document has been fully executed one original should remain with the city and two should return to the county.

Should you have any questions or concerns please feel free to contact our office at (509) 477-2265.

Have a wonderful day!

Sincerely,

A handwritten signature in black ink, appearing to read "Katrina Solum". The signature is fluid and cursive, written over a light blue horizontal line.

Katrina Solum
Office Assistant
ksolum@spokanecounty.org

ROUTING LIST

DELIVER TO: _____

CITY PROSECUTOR
Hunt Whaley
909 West Mallon Ave.
Spokane, WA 99201

MAYOR'S OFFICE
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls BLVD.
Spokane, WA 99201

RETURN TO: Spokane County Commissioners Office
1116 W. Broadway Ave
Spokane, WA 99260

FROM:  _____
SPOKANE COUNTY COMMISSIONERS' OFFICE

NO. 16 - 0176

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A)
RELICENSING PROJECT INTERLOCAL)
AGREEMENT AMONG THE COUNTY OF)
SPOKANE, CITY OF SPOKANE, AND SPOKANE)
COUNTY PROSECUTING ATTORNEY FOR)
CALENDAR YEAR 2015)

RESOLUTION

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

WHEREAS, pursuant to the provisions of RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, pursuant to the above referenced statutory provisions, Spokane County, City of Spokane and Spokane County Prosecuting Attorney are desirous of entering into an agreement wherein they will cooperatively participate in the Relicensing Project for the time frame from January 1, 2015 through December 31, 2015. The purpose of the Relicensing Project is to enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6), that either the Chairman of the Board or a majority of the Board be and is hereby authorized to execute that agreement termed "RELICENSING PROJECT INTERLOCAL AGREEMENT (January 1, 2015 - December 31, 2015)" wherein Spokane County, City of Spokane and Spokane County Prosecuting Attorney will cooperatively participate in the Relicensing Project for the time frame January 1, 2015 through December 31, 2015 which project will enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

PASSED AND ADOPTED this 1st day of March, 2016.



ATTEST:

GINNA VASQUEZ
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Shelly O'Quinn
SHELLY O'QUINN, CHAIR

AL FRENCH
AL FRENCH, VICE CHAIR

NANCY MCLAUGHLIN
NANCY MCLAUGHLIN, COMMISSIONER

RELICENSING PROJECT INTERLOCAL AGREEMENT
(January 1, 2015-December 31, 2015)

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY," SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY," and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR," hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

W I T N E S S E T H:

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

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, the PARTIES agree as follows:

SECTION NO. 1: PURPOSE.

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project ("RP").

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2015 and continue until December 31, 2015. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule "A."

A. General:

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term "salary" shall include all benefits such as medical, dental, life insurance and disability.
2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR'S Paralegal II, Legal Office Assistant 1 and Cashier or equivalent positions. The term "salaries" shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.
4. The PROSECUTOR will contribute the use of an additional photo copier.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.
2. The PROSECUTOR shall contribute the costs associated with the additional photo copier.
3. The CITY shall contribute the expenses associated with telecommunication line and long distance charges.
4. The CITY shall contribute the expenses associated with postage.
5. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.

7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
8. The COUNTY will contribute the costs associated with revenue collection.
9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. Budgeting:

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2015. At the end of the term, the COUNTY and PROSECUTOR agree to review continued participation in the Relicensing Program. Each PARTY shall advise the other PARTIES, by October 1, 2015, of its intent to participate in this Agreement in calendar year 2016 and any proposed budget changes affecting this Agreement for calendar year 2016. However, the Parties recognize that any intent to continue participation in 2016 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2015 for 2016. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.
2. The Spokane County Prosecutor's Office, Discovery Unit, will collect the program administrative fee and post such fees to a segregated revenue line item for RP.
3. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2015, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget for 2015 showing that the CITY advances approximately fifty three and thirty six hundredths percent (53.36%) of budgeted costs of RP and the COUNTY advances forty six and sixty four hundredths percent (46.64%) of the budgeted costs of RP. The PARTIES

recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.

4. In January 2016, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2015 through December 31, 2015 and from there determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2015 through December 31, 2015 contribution.
5. Using the same percent of contribution determined in paragraph 4, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2015 through December 31, 2015. The proceeds from the administrative fee collected during October, November and December of 2015 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2015 through December 31, 2015 to those determined under the terms of paragraph 4.
6. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.
- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

SECTION NO. 6: LIABILITY


- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.

- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.


County initials


City initials

SECTION NO. 7: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by

certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

Copy: City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

COUNTY: County Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

PROSECUTOR: Spokane County Prosecutor
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: 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.

SECTION NO. 9: ADMINISTRATION

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

SECTION NO. 10: 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. 11 RCW 39.34 REQUIRED CLAUSES

- A. Purposes: See Section No. 1 above.
- B. Duration: See Section No. 3 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. 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: 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. See Section No. 8 above.

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. 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 the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any 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. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

- 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 such statutory provision.
- 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. 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.
- I. Venue. 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.
- J. 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.
- K. 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 any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- L. No Third Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

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

Dated: 3.1.16

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

BY: Ginna Vasquez
Ginna Vasquez
Clerk of the Board

[Signature]
SHELLY O'QUINN, Chair

[Signature]
AL FRENCH, Vice Chair

[Signature]
NANCY McLAUGHLIN, Commissioner
16 - 0176

PROSECUTOR:

Dated: 3/4/16

[Signature]
Lawrence H. Haskell, County Prosecutor

Dated: 3/21/2016

CITY OF SPOKANE



Attest:

[Signature]
City Clerk

By: [Signature]

Title: Mayor

Approved as to form:

[Signature]
Assistant City Attorney

15-510

Community Relicensing Project

Budget Summary

	A	C	D	E
1				
2	City Prosecuting Attorney			
3		Gross Expense	City Contribution	County Contribution
4	Personnel Expenses			
5				
6	City Prosecutor Staff (Base Compensation)			
7	Asst Prosecutor	\$ 77,465.00	\$ 77,465.00	\$ -
9	Total City Prosecutor Base Compensation	\$ 77,465.00	\$ 77,465.00	\$ -
10				
11	City Prosecutor Staff (Benefit Compensation)			
12	Asst Prosecutor	\$ 25,070.00	\$ 25,070.00	\$ -
14	Total City Prosecutor Employee Benefits	\$ 25,070.00	\$ 25,070.00	\$ -
15				
16	Total City Prosecutor Employee Costs	\$ 102,535.00	\$ 102,535.00	\$ -
17				
18	City Non-personnel Expenses			
19	Travel		\$ -	\$ -
20	Equipment	\$ 13,834.79	\$ 13,834.79	\$ -
21	Supplies	\$ 3,344.61	\$ 3,344.61	\$ -
22	Other	\$ 7,560.00	\$ 7,560.00	\$ -
23	Total Non-personnel Expenses	\$ 24,739.40	\$ 24,739.40	\$ -
24				
25	Total City Prosecutor Expenses	\$ 127,274.40	\$ 127,274.40	\$ -
26				
27				
28	Total City Expenses	\$ 127,274.40	\$ 127,274.40	\$ -
29				
30	County Prosecuting Attorney			
31				
32	Personnel Expenses			
33		Gross Expense	City Contribution	County Contribution
34	County Prosecutor Staff (Base Compensation)			
35	Legal Office Asst 2 (Step 7)	\$ 34,050.00	\$ -	\$ 34,050.00
36	Paralegal 2 (Step 6)	\$ 42,226.54	\$ -	\$ 42,226.54
38	Cashier (Step 7)	\$ 3,502.56	\$ -	\$ 3,502.56
39	Total County Prosecutor Base Compensation	\$ 79,779.10	\$ -	\$ 79,779.10
40				
41	County Prosecutor Staff (Benefit Compensation)			
42	Legal Office Asst 2 (Step 7)	\$ 13,405.33	\$ -	\$ 13,405.33
43	Paralegal 2 (Step 6)	\$ 14,871.29	\$ -	\$ 14,871.29
45	Cashier (Step 7)	\$ 1,233.12	\$ -	\$ 1,233.12
46	Total County Prosecutor Employee Benefits	\$ 29,509.74	\$ -	\$ 29,509.74
47				
48	Total County Prosecutor Employee Costs	\$ 109,288.84	\$ -	\$ 109,288.84
49				
50	County Non-personnel Expenses			
51	Travel	\$ -	\$ -	\$ -
52	Equipment (Cannon Copier)	\$ 1,965.60	\$ -	\$ 1,965.60
53	Supplies	\$ -	\$ -	\$ -
54	Contracts	\$ -	\$ -	\$ -
55	Total Non-personnel Expenses	\$ 1,965.60	\$ -	\$ 1,965.60
56				
57	Total County CRJC Expenses	\$ 111,254.44	\$ -	\$ 111,254.44
58				
59		Gross Expense	City Contribution	County Contribution
60				
61				
62				
63	Total Current Funding Committed	\$ 238,528.84	\$ 127,274.40	\$ 111,254.44
64	% of Current Funding Committed	100.00%	53.36%	46.64%
65				
66				

05/12/14
 re-distribution: 05/29/14
 SS



Agenda Sheet for City Council Meeting of:

03/17/2014

Date Rec'd	3/5/2014
Clerk's File #	OPR 2014-0166
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	ELLEN O'HARA 835-5994
Contact E-Mail	EOHARA@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0500-2014 RELICENSING PROGRAM INTERLOCAL

Agenda Wording
 Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2014

Summary (Background)
 This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue by assisting suspended drivers to regain their license and insurance and pay outstanding fines.

Fiscal Impact	Budget Account
Revenue \$ 101,000	# 0500-11220-99999-34239
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	BURNS, BARBARA	Study Session	
Division Director		Other	
Finance	LESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT	nisserlis@spokanecity.org	
For the Mayor	SANDERS, THERESA	eohara@spokanecity.org	
Additional Approvals		epbrown@spokanecity.org	
Purchasing		bburns@spokanecity.org	
		stucker@spokanecounty.org	
		derickson@spokanecounty.org	
		mlesesne@spokanecity.org	

APPROVED BY SPOKANE CITY COUNCIL ON
 3/17/14
 [Signature]
 SPOKANE CITY CLERK

BRIEFING PAPER
City of Spokane
City Legal/City Prosecutor's Office
Relicensing Program Interlocal
February 10, 2014

Subject

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2014.

Background

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue and reducing the impact on the criminal justice system of the charge of driving while license suspended in the 3rd degree.

Impact

- Reduces number of unlicensed and uninsured drivers
- Reduces docket case loads for Municipal and District Court
- Generates revenue via affordable monthly payment plans

Action

Recommendation of the Public Safety Committee for City Council approval of the 2014 Relicensing Program Interlocal Agreement (January 1, 2014 – December 31, 2014).

Funding

City funds for this interlocal agreement are available in the City's 2014 annual budget.

For further information contact: Ellen M. O'Hara, City Prosecutor, 835-5994 or eo_hara@spokanecity.org

RELICENSING PROJECT INTERLOCAL AGREEMENT

(January 1, 2014-December 31, 2014)

(OPR 2014-0166)

14-0356

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY," SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY," and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR," hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

WITNESSETH:

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

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, the PARTIES agree as follows:

SECTION NO. 1: PURPOSE.

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project ("RP").

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2014 and continue until December 31, 2014. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule "A."

A. General:

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term "salary" shall include all benefits such as medical, dental, life insurance and disability.
2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR'S Paralegal II, Legal Office Assistant 1 and Cashier or equivalent positions. The term "salaries" shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.
4. The PROSECUTOR will contribute the use of an additional photo copier.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.
2. The PROSECUTOR shall contribute the costs associated with the additional photo copier.
3. The CITY shall contribute the expenses associated with telecommunication line and long distance charges.
4. The CITY shall contribute the expenses associated with postage.
5. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.

7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
8. The COUNTY will contribute the costs associated with revenue collection.
9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. Budgeting:

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2014. At the end of the term, the COUNTY and PROSECUTOR agree to review continued participation in the Relicensing Program. Each PARTY shall advise the other PARTIES, by October 1, 2014, of its intent to participate in this Agreement in calendar year 2015 and any proposed budget changes affecting this Agreement for calendar year 2015. However, the Parties recognize that any intent to continue participation in 2015 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2014 for 2015. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.
2. The Spokane County Prosecutor's Office, Discovery Unit, will collect the program administrative fee and post such fees to a segregated revenue line item for RP.
3. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2014, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget for 2014 showing that the CITY advances approximately fifty four and forty two hundredths percent (54.42%) of budgeted costs of RP and the COUNTY advances forty five and fifty eight hundredths percent (45.58%) of the budgeted costs of RP. The PARTIES

recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.

4. In January 2015, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2014 through December 31, 2014 and from there determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2014 through December 31, 2014 contribution.
5. Using the same percent of contribution determined in paragraph 4, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2014 through December 31, 2014. The proceeds from the administrative fee collected during October, November and December of 2014 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2014 through December 31, 2014 to those determined under the terms of paragraph 4.
6. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.
- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

SECTION NO. 6: LIABILITY

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.


- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.

- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.



County initials



City initials

SECTION NO. 7: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by

certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

Copy: City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

COUNTY: County Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

PROSECUTOR: Spokane County Prosecutor
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: 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.

SECTION NO. 9: ADMINISTRATION

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

SECTION NO. 10: 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. 11 RCW 39.34 REQUIRED CLAUSES

- A. Purposes: See Section No. 1 above.
- B. Duration: See Section No. 3 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. 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: 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. See Section No. 8 above.

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. 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 the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any 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. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

- 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 such statutory provision.
- 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. 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.
- I. Venue. 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.
- J. 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.
- K. 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 any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- L. No Third Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

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

Dated: 4/22/14

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



Al French
Al French, Chair

ATTEST:

Todd Mielke
Todd Mielke, Vice chair

BY: Daniela Erickson
Daniela Erickson
Clerk of the Board 14-0356

Shelly O'Quinn
Shelly O'Quinn, Commissioner

PROSECUTOR:

Dated: 4/24/14

Steven J. Tucker
STEVEN J. TUCKER, County Prosecutor

Dated: 3/25/14

CITY OF SPOKANE



David A. Condon
David A. Condon
Mayor
City of Spokane

Attest:

Approved as to form:

Leni Agosta
City Clerk

[Signature]
Assistant City Attorney

Community Relicensing Project

	A	C	D	E
1				
2	City Prosecuting Attorney			
3		Gross Expense	City Contribution	County Contribution
4	Personnel Expenses			
5				
6	City Prosecutor Staff (Base Compensation)			
7	Asst Prosecutor	\$ 77,465.00	\$ 77,465.00	\$ -
9	Total City Prosecutor Base Compensation	\$ 77,465.00	\$ 77,465.00	\$ -
10				
11	City Prosecutor Staff (Benefit Compensation)			
12	Asst Prosecutor	\$ 26,500.00	\$ 26,500.00	\$ -
14	Total City Prosecutor Employee Benefits	\$ 26,500.00	\$ 26,500.00	\$ -
15				
16	Total City Prosecutor Employee Costs	\$ 103,965.00	\$ 103,965.00	\$ -
17				
18	City Non-personnel Expenses			
19	Travel		\$ -	\$ -
20	Equipment	\$ 10,331.83	\$ 10,331.83	\$ -
21	Supplies	\$ 4,106.96	\$ 4,106.96	\$ -
22	Other	\$ 7,560.00	\$ 7,560.00	\$ -
23	Total Non-personnel Expenses	\$ 21,998.79	\$ 21,998.79	\$ -
24				
25	Total City Prosecutor Expenses	\$ 125,963.79	\$ 125,963.79	\$ -
26				
27				
28	Total City Expenses	\$ 125,963.79	\$ 125,963.79	\$ -
29				
30	County Prosecuting Attorney			
31				
32	Personnel Expenses			
33		Gross Expense	City Contribution	County Contribution
34	County Prosecutor Staff (Base Compensation)			
35	Legal Office Asst 2 (Step 7)	\$ 33,450.48	\$ -	\$ 33,450.48
36	Paralegal 2 (Step 6)	\$ 41,326.54	\$ -	\$ 41,326.54
38	Cashier (Step 7)	\$ 3,346.36	\$ -	\$ 3,346.36
39	Total County Prosecutor Base Compensation	\$ 78,123.38	\$ -	\$ 78,123.38
40				
41	County Prosecutor Staff (Benefit Compensation)			
42	Legal Office Asst 2 (Step 7)	\$ 12,242.52	\$ -	\$ 12,242.52
43	Paralegal 2 (Step 6)	\$ 13,534.59	\$ -	\$ 13,534.59
45	Cashier (Step 7)	\$ 1,117.18	\$ -	\$ 1,117.18
46	Total County Prosecutor Employee Benefits	\$ 26,894.29	\$ -	\$ 26,894.29
47				
48	Total County Prosecutor Employee Costs	\$ 105,017.66	\$ -	\$ 105,017.66
49				
50	County Non-personnel Expenses			
51	Travel	\$ -	\$ -	\$ -
52	Equipment (Cannon Copier)	\$ 480.00	\$ -	\$ 480.00
53	Supplies	\$ -	\$ -	\$ -
54	Contracts	\$ -	\$ -	\$ -
55	Total Non-personnel Expenses	\$ 480.00	\$ -	\$ 480.00
56				
57	Total County CRJC Expenses	\$ 105,497.66	\$ -	\$ 105,497.66
58				
59		Gross Expense	City Contribution	County Contribution
60				
61				
62				
63	Total Current Funding Committed	\$ 231,461.45	\$ 125,963.79	\$ 105,497.66
64	% of Current Funding Committed	100.00%	54.42%	45.58%
65				
66				

NO. 14-0356

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A)
RELICENSING PROJECT INTERLOCAL)
AGREEMENT AMONG THE COUNTY OF)
SPOKANE, CITY OF SPOKANE, AND SPOKANE)
COUNTY PROSECUTING ATTORNEY FOR)
CALENDAR YEAR 2014)

RESOLUTION

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

WHEREAS, pursuant to the provisions of RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, pursuant to the above referenced statutory provisions, Spokane County, City of Spokane and Spokane County Prosecuting Attorney are desirous of entering into an agreement wherein they will cooperatively participate in the Relicensing Project for the time frame from January 1, 2014 through December 31, 2014. The purpose of the Relicensing Project is to enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6), that either the Chairman of the Board or a majority of the Board be and is hereby authorized to execute that agreement termed "RELICENSING PROJECT INTERLOCAL AGREEMENT (January 1, 2014 - December 31, 2014)" wherein Spokane County, City of Spokane and Spokane County Prosecuting Attorney will cooperatively participate in the Relicensing Project for the time frame January 1, 2014 through December 31, 2014 which project will enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

PASSED AND ADOPTED this 22nd day of April 2014.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Al French
AL FRENCH, CHAIR

Todd Mielke
TODD MIELKE, VICE CHAIR

Absent
SHELLY O'QUINN, COMMISSIONER

ATTEST:

Daniela Erickson
Daniela Erickson, Clerk of the Board

04/29/13



Agenda Sheet for City Council Meeting of:
04/29/2013

Date Rec'd	4/17/2013
Clerk's File #	OPR 2013-0325
Renews #	OPR 2012-0530

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	ELLEN O'HARA 835-5944	Project #	
Contact E-Mail	EOHARA@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0500-2013 RELICENSING PROGRAM INTERLOCAL		

Agenda Wording

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2013.

Summary (Background)

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue by assisting suspended drivers to regain their license and insurance and pay outstanding fines.

Fiscal Impact		Budget Account
Revenue	\$ 101,000	# 0500-11220-99999-34239
Select	\$	#
Select	\$	#
Select	\$	#
Approvals		Council Notifications
Dept Head	BURNS, BARBARA	Study Session
Division Director		Other
Finance	LESNE, MICHELE	Distribution List
Legal	BURNS, BARBARA	nisserlis@spokanecity.org
For the Mayor	SANDERS, THERESA	eohara@spokanecity.org
Additional Approvals		bburns@spokanecity.org
Purchasing		epbrown@spokanecity.org
		stucker@spokanecounty.org
		derickson@spokanecounty.org
		mlesesne@spokanecity.org

APPROVED BY SPOKANE CITY COUNCIL ON

4/29/13

 SPOKANE CITY CLERK

BRIEFING PAPER
City of Spokane
City Legal/City Prosecutor's Office
Relicensing Program Interlocal
April 15, 2013

Subject

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2013.

Background

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue and reducing the impact on the criminal justice system of the charge of driving while license suspended in the 3rd degree.

Impact

- Reduces number of unlicensed and uninsured drivers
- Reduces docket case loads for Municipal and District Court
- Generates revenue via affordable monthly payment plans

Action

Recommendation of the Public Safety Committee for City Council approval of the 2013 Relicensing Program Interlocal Agreement (January 1, 2013 – December 31, 2013).

Funding

City funds for this interlocal agreement are available in the City's 2013 annual budget.

For further information contact: Ellen M. O'Hara, City Prosecutor, 835-5994 or cohara@spokanecity.org

RELICENSING PROJECT INTERLOCAL AGREEMENT

(January 1, 2013-December 31, 2013)

13-0544

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY," SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY," and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR," hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

WITNESSETH:

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

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, the PARTIES agree as follows:

SECTION NO. 1: PURPOSE.

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project (“RP”).

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2013 and continue until December 31, 2013. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule “A.”

A. General:

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule “A.”
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term “salary” shall include all benefits such as medical, dental, life insurance and disability.
2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR’S Paralegal II, Legal Office Assistant 1

and Cashier or equivalent positions. The term “salaries” shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.
4. The PROSECUTOR will contribute the use of an additional photo copier.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.
2. The PROSECUTOR shall contribute the costs associated with the additional photo copier.
3. The CITY shall contribute the expenses associated with telecommunication line and long distance charges.
4. The CITY shall contribute the expenses associated with postage.

5. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
8. The COUNTY will contribute the costs associated with revenue collection.
9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. Budgeting:

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2013. At the end of the term, the COUNTY and PROSECUTOR agree to review continued participation in the Relicensing Program. Each PARTY shall advise the other PARTIES, by October 1, 2013, of its intent to participate in this Agreement in calendar year 2014 and any proposed budget changes affecting this Agreement for calendar year 2014. However, the Parties recognize that any intent to continue participation in 2014 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2013 for 2014. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.
2. The Spokane County Prosecutor's Office, Discovery Unit, will collect the program administrative fee and post such fees to a segregated revenue line item for RP.
3. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2013, the funds collected via the RP

administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget showing that the CITY advances approximately fifty four and four tenths percent (54.4%) of budgeted costs of RP and the COUNTY advances forty five and six tenths percent (45.6%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.

4. In January 2014, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2013 through December 31, 2013 and there from determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2013 through December 31, 2013 contribution.
5. Using the same percent of contribution determined in paragraph 4, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2013 through December 31, 2013. The proceeds from the administrative fee collected during October, November and December of 2013 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2013 through December 31, 2013 to those determined under the terms of paragraph 4.
6. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.
- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise

PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

SECTION NO. 6: LIABILITY

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.
- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.


County initials


City initials

SECTION NO. 7: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

Copy: City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

COUNTY: County Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

PROSECUTOR: Spokane County Prosecutor
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: 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.

SECTION NO. 9: ADMINISTRATION

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

SECTION NO. 10: 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. 11 RCW 39.34 REQUIRED CLAUSES

- A. Purposes: See Section No. 1 above.
- B. Duration: See Section No. 3 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. 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: 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. See Section No. 8 above.

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. 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 the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any 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. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.
- 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 such statutory provision.
- 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. 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.
- I. Venue. 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.
- J. 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.
- K. 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 any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

L. No Third Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

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

Dated: 6/4/2013

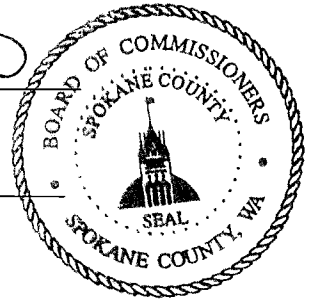
BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



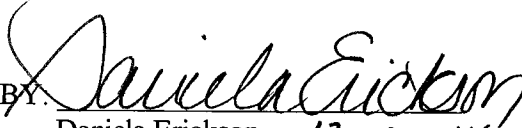
SHELLY O'QUINN, Chair

Absent

AL FRENCH, Vice chair



ATTEST:

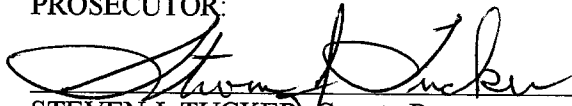

BY: _____
Daniela Erickson 13-0544
Clerk of the Board



TODD MIELKE, Commissioner

PROSECUTOR:

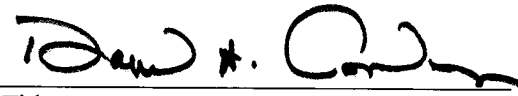
Dated: 6/6/13



STEVEN J. TUCKER, County Prosecutor

Dated: 05.13.2013

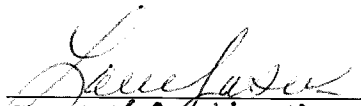
CITY OF SPOKANE

By: 


Title: David A. Condon
Mayor
City of Spokane

Attest:

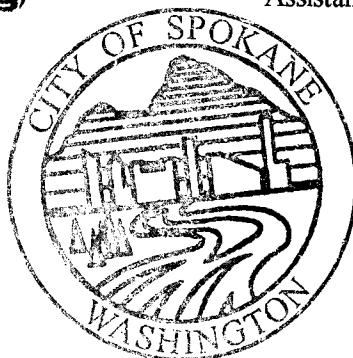
Approved as to form:



City Clerk (Acting)



Assistant City Attorney



Community Relicensing Project

Budget Summary

	A	C	D	E
1				
2	City Prosecuting Attorney			
3		Gross Expense	City Contribution	County Contribution
4	Personnel Expenses			
5				
6	City Prosecutor Staff (Base Compensation)			
7	Asst Prosecutor	\$ 77,465.00	\$ 77,465.00	\$ -
9	Total City Prosecutor Base Compensation	\$ 77,465.00	\$ 77,465.00	\$ -
10				
11	City Prosecutor Staff (Benefit Compensation)			
12	Asst Prosecutor	\$ 26,500.00	\$ 26,500.00	\$ -
14	Total City Prosecutor Employee Benefits	\$ 26,500.00	\$ 26,500.00	\$ -
15				
16	Total City Prosecutor Employee Costs	\$ 103,965.00	\$ 103,965.00	\$ -
17				
18	City Non-personnel Expenses			
19	Travel		\$ -	\$ -
20	Equipment	\$ 10,331.83	\$ 10,331.83	\$ -
21	Supplies	\$ 4,106.96	\$ 4,106.96	\$ -
22	Other	\$ 7,560.00	\$ 7,560.00	\$ -
23	Total Non-personnel Expenses	\$ 21,998.79	\$ 21,998.79	\$ -
24				
25	Total City Prosecutor Expenses	\$ 125,963.79	\$ 125,963.79	\$ -
26				
27				
28	Total City Expenses	\$ 125,963.79	\$ 125,963.79	\$ -
29				
30	County Prosecuting Attorney			
31				
32	Personnel Expenses			
33		Gross Expense	City Contribution	County Contribution
34	County Prosecutor Staff (Base Compensation)			
35	Legal Office Asst 2 (Step 7)	\$ 33,450.48	\$ -	\$ 33,450.48
36	Paralegal 2 (Step 6)	\$ 41,326.54	\$ -	\$ 41,326.54
38	Cashier (Step 7)	\$ 3,346.36	\$ -	\$ 3,346.36
39	Total County Prosecutor Base Compensation	\$ 78,123.38	\$ -	\$ 78,123.38
40				
41	County Prosecutor Staff (Benefit Compensation)			
42	Legal Office Asst 2 (Step 7)	\$ 12,242.52	\$ -	\$ 12,242.52
43	Paralegal 2 (Step 6)	\$ 13,534.59	\$ -	\$ 13,534.59
45	Cashier (Step 7)	\$ 1,117.18	\$ -	\$ 1,117.18
46	Total County Prosecutor Employee Benefits	\$ 26,894.29	\$ -	\$ 26,894.29
47				
48	Total County Prosecutor Employee Costs	\$ 105,017.66	\$ -	\$ 105,017.66
49				
50	County Non-personnel Expenses			
51	Travel	\$ -	\$ -	\$ -
52	Equipment (Cannon Copier)	\$ 480.00	\$ -	\$ 480.00
53	Supplies	\$ -	\$ -	\$ -
54	Contracts	\$ -	\$ -	\$ -
55	Total Non-personnel Expenses	\$ 480.00	\$ -	\$ 480.00
56				
57	Total County CRJC Expenses	\$ 105,497.66	\$ -	\$ 105,497.66
58				
59		Gross Expense	City Contribution	County Contribution
60				
61				
62				
63	Total Current Funding Committed	\$ 231,461.45	\$ 125,963.79	\$ 105,497.66
64	% of Current Funding Committed	100.00%	54.42%	45.58%
65				
66				

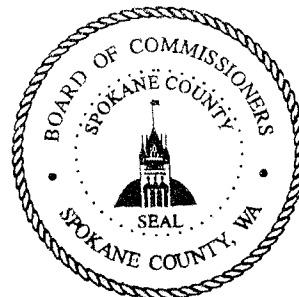
NO. 13-0544

This is to Certify this is a true and correct copy of the original document NO. 13-0544 on file in the County Commissioners minutes of 6/4/13 dated this 10th day of June 2013 BY Daniela Erickson

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A)
RELICENSING PROJECT INTERLOCAL)
AGREEMENT AMONG THE COUNTY OF)
SPOKANE, CITY OF SPOKANE, AND SPOKANE)
COUNTY PROSECUTING ATTORNEY FOR)
CALENDAR YEAR 2013

RESOLUTION



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

WHEREAS, pursuant to the provisions of RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, pursuant to the above referenced statutory provisions, Spokane County, City of Spokane and Spokane County Prosecuting Attorney are desirous of entering into an agreement wherein they will cooperatively participate in the Relicensing Project for the time frame from January 1, 2013 through December 31, 2013. The purpose of the Relicensing Project is to enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6), that either the Chairman of the Board or a majority of the Board be and is hereby authorized to execute that agreement termed "RELICENSING PROJECT INTERLOCAL AGREEMENT (January 1, 2013 - December 31, 2013)" wherein Spokane County, City of Spokane and Spokane County Prosecuting Attorney will cooperatively participate in the Relicensing Project for the time frame January 1, 2013 through December 31, 2013 which project will enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

PASSED AND ADOPTED this 10th day of June 2013.



BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

Shelly O'Quinn
SHELLY O'QUINN, CHAIR

Al French
AL FRENCH, VICE CHAIR

Todd Mielke
TODD MIELKE, COMMISSIONER

ATTEST:

Daniela Erickson
Daniela Erickson, Clerk of the Board

RECEIVED

JUN 11 2013

CITY CLERK'S OFFICE SPOKANE, WA

08-21-12
 48



Agenda Sheet for City Council Meeting of:
 06/25/2012

Date Rec'd	6/6/2012
Clerk's File #	OPR 2012-0530
Renews #	OPR 2011-0540

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	NANCY ISSERLIS 625-6287 OR 835-OR MICHAEL 5994 REINKEN	Project #	
Contact E-Mail	NISSERLIS@SPOKANECITY.ORG OR MREINKEN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0500- 2012 RELICENSING PROGRAM INTERLOCAL		

Agenda Wording

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2012.

Summary (Background)

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue by assisting suspended drivers to regain their license and insurance and pay outstanding fines.

Fiscal Impact

Budget Account

Revenue	\$ 101,000	#	0500-11220-99999-34239
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals

Council Notifications

Dept Head	BURNS, BARBARA	Study Session	
Division Director		Other	COUNCIL BRIEFING 6/18/12

Finance

LESESNE, MICHELE

Distribution List

Legal	BURNS, BARBARA	nisserlis@spokanecity.org
For the Mayor	FEIST, MARLENE	mreinken@spokanecity.org
Additional Approvals		epbrown@spokanecity.org
Purchasing		bburns@spokanecity.org
		stucker@spokanecounty.org
		derickson@spokanecounty.org
		mlesesne@spokanecity.org

APPROVED BY SPOKANE CITY COUNCIL

JUN 25th 2012

[Signature]
 (Acting) SPOKANE CITY CLERK

BRIEFING PAPER
City of Spokane
City Legal/City Prosecutor's Office
Relicensing Program Interlocal
June 25, 2012

Subject

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2012

Background

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue and reducing the impact on the criminal justice system of the charge of driving while license suspended in the 3rd degree.

Impact

- Reduces number of unlicensed and uninsured drivers
- Reduces docket case loads for Municipal and District Court
- Generates revenue via affordable monthly payment plans

Action

Recommendation of the Public Safety Committee for City Council approval of the 2012 Relicensing Program Interlocal Agreement (January 1, 2012 – December 31, 2012).

Funding

City funds for this interlocal agreement are available in the City's 2012 annual budget.

For further information contact: Nancy Isserlis, City Attorney at 625-6287, nisserlis@spokanecity.org or W.Michael Reinken, Chief Assistant City Prosecutor at 835-5920 or mreinken@spokanecity.org

RELICENSING PROJECT INTERLOCAL AGREEMENT

(January 1, 2012-December 31, 2012)

12-0572

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY," SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY," and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR," hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

W I T N E S S E T H:

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

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, the PARTIES agree as follows:

SECTION NO. 1: PURPOSE.

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project ("RP").

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2012 and continue until December 31, 2012. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule "A."

A. General:

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term "salary" shall include all benefits such as medical, dental, life insurance and disability.
2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR'S Paralegal II, Legal Office Assistant 1

and Cashier or equivalent positions. The term "salaries" shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.
4. The PROSECUTOR will contribute the use of an additional photo copier.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.
2. The PROSECUTOR shall contribute the costs associated with the additional photo copier.
3. The CITY shall contribute the expenses associated with telecommunication line and long distance charges.
4. The CITY shall contribute the expenses associated with postage.

5. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
8. The COUNTY will contribute the costs associated with revenue collection.
9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. Budgeting:

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2012. At the end of the term, the COUNTY and PROSECUTOR agree to review continued participation in the Relicensing Program. Each PARTY shall advise the other PARTIES, by October 1, 2012, of its intent to participate in this Agreement in calendar year 2013 and any proposed budget changes affecting this Agreement for calendar year 2013. However, the Parties recognize that any intent to continue participation in 2013 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2012 for 2013. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.
2. The Spokane County Prosecutor's Office, Discovery Unit, will collect the program administrative fee and post such fees to a segregated revenue line item for RP.
3. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2010, the funds collected via the RP

administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget showing that the CITY advances approximately fifty four and one tenth percent (54.1%) of budgeted costs of RP and the COUNTY advances forty five and nine tenths percent (45.9%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.

4. In January 2013, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2012 through December 31, 2012 and there from determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2012 through December 31, 2012 contribution.
5. Using the same percent of contribution determined in paragraph 4, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2012 through December 31, 2012. The proceeds from the administrative fee collected during October, November and December of 2012 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2012 through December 31, 2012 to those determined under the terms of paragraph 4.
6. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.
- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise

PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.


SECTION NO. 6: LIABILITY

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.

- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.


County initials


City initials

SECTION NO. 7: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

COUNTY: County Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

PROSECUTOR: Spokane County Prosecutor
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: 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.

SECTION NO. 9: ADMINISTRATION

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

SECTION NO. 10: 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. 11 RCW 39.34 REQUIRED CLAUSES

A. Purposes: See Section No. 1 above.

- B. Duration: See Section No. 3 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. 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: 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. See Section No. 8 above.

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. 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 the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any 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. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.
- 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 such statutory provision.

- 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. 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.
- I. Venue. 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.
- J. 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.
- K. 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 any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- L. No Third Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

//

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

Dated: July 17, 2012

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

BY:

Daniela Erickson
Daniela Erickson 12-0572
Clerk of the Board

Todd Mielke
TODD MIELKE, Chair

Mark Richard
MARK RICHARD, Vice chair

Al French
AL FRENCH

Dated:

8/7/12

PROSECUTOR:

Steven J. Tucker
STEVEN J. TUCKER, County Prosecutor

Dated:

6/29/12

CITY OF SPOKANE

By: David A. Condon
Title: David A. Condon
Mayor
City of Spokane

Attest:

Leann Ziegler
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney



Community Relicensing Project

Budget Summary

	A	C	D	E
1				
2	City Prosecuting Attorney			
3		Gross Expense	City Contribution	County Contribution
4	Personnel Expenses			
5				
6	City Prosecutor Staff (Base Compensation)			
7	Asst Prosecutor	\$ 77,159.00	\$ 77,159.00	\$ -
9	Total City Prosecutor Base Compensation	\$ 77,159.00	\$ 77,159.00	\$ -
10				
11	City Prosecutor Staff (Benefit Compensation)			
12	Asst Prosecutor	\$ 25,689.00	\$ 25,689.00	\$ -
14	Total City Prosecutor Employee Benefits	\$ 25,689.00	\$ 25,689.00	\$ -
15				
16	Total City Prosecutor Employee Costs	\$ 102,848.00	\$ 102,848.00	\$ -
17				
18	City Non-personnel Expenses			
19	Travel		\$ -	\$ -
20	Equipment	\$ 15,520.56	\$ 15,520.56	\$ -
21	Supplies	\$ 5,071.41	\$ 5,071.41	\$ -
22	Other	\$ 7,560.00	\$ 7,560.00	\$ -
23	Total Non-personnel Expenses	\$ 28,151.97	\$ 28,151.97	\$ -
24				
25	Total City Prosecutor Expenses	\$ 130,999.97	\$ 130,999.97	\$ -
26				
27				
28	Total City Expenses	\$ 130,999.97	\$ 130,999.97	\$ -
29				
30	County Prosecuting Attorney			
31				
32	Personnel Expenses			
33		Gross Expense	City Contribution	County Contribution
34	County Prosecutor Staff (Base Compensation)			
35	Legal Office Asst 2 (Step 7)	\$ 33,450.48	\$ -	\$ 33,450.48
36	Paralegal 2 (Step 7)	\$ 41,256.72	\$ -	\$ 41,256.72
38	Cashier (Step 7)	\$ 3,262.56	\$ -	\$ 3,262.56
39	Total County Prosecutor Base Compensation	\$ 77,969.76	\$ -	\$ 77,969.76
40				
41	County Prosecutor Staff (Benefit Compensation)			
42	Legal Office Asst 2 (Step 7)	\$ 19,819.92	\$ -	\$ 19,819.92
43	Paralegal 2 (Step 6)	\$ 12,064.56	\$ -	\$ 12,064.56
45	Cashier (Step 7)	\$ 1,060.69	\$ -	\$ 1,060.69
46	Total County Prosecutor Employee Benefits	\$ 32,945.17	\$ -	\$ 32,945.17
47				
48	Total County Prosecutor Employee Costs	\$ 110,914.93	\$ -	\$ 110,914.93
49				
50	County Non-personnel Expenses			
51	Travel	\$ -	\$ -	\$ -
52	Equipment (Cannon Copier)	\$ 240.00	\$ -	\$ 240.00
53	Supplies	\$ -	\$ -	\$ -
54	Contracts	\$ -	\$ -	\$ -
55	Total Non-personnel Expenses	\$ 240.00	\$ -	\$ 240.00
56				
57	Total County CRJC Expenses	\$ 111,154.93	\$ -	\$ 111,154.93
58				
59		Gross Expense	City Contribution	County Contribution
60				
61				
62				
63	Total Current Funding Committed	\$ 242,154.91	\$ 130,999.97	\$ 111,154.93
64	% of Current Funding Committed	100.00%	54.10%	45.90%
65				
66				

NO. 12-0572

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A)
RELICENSING PROJECT INTERLOCAL)
AGREEMENT AMONG THE COUNTY OF)
SPOKANE, CITY OF SPOKANE, SPOKANE)
COUNTY PROSECUTING ATTORNEY FOR)
CALENDAR YEAR 2012

RESOLUTION

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

WHEREAS, pursuant to the provisions of RCW 36.27.020, The Spokane County Prosecuting Attorney shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, pursuant to the above referenced statutory provisions, Spokane County, City of Spokane and Spokane County Prosecuting Attorney are desirous of entering into an agreement wherein they will cooperatively participate in the Relicensing Project for the time frame from January 1, 2012 through December 31, 2012. The purpose of the Relicensing Project is to enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6), that either the Chairman of the Board or a majority of the Board be and is hereby authorized to execute that agreement termed "RELICENSING PROJECT INTERLOCAL AGREEMENT (January 1, 2012 - December 31, 2012)" wherein Spokane County, City of Spokane and Spokane County Prosecuting Attorney will cooperatively participate in the Relicensing Project for the time frame January 1, 2012 through December 31, 2012 which project will enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

PASSED AND ADOPTED this 17th day of July 2012.



ATTEST:

Daniela Erickson
Daniela Erickson, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Todd Mielke
TODD MIELKE, CHAIR

Mark Richard
MARK RICHARD, VICE CHAIR

Al French
AL FRENCH COMMISSIONER

AGENDA SHEET

SUBMITTING DEPARTMENT: Prosecutor's Office

CONTACT PERSON: Steve Tucker, Prosecuting Attorney

PHONE NUMBER: 477-3662

CHECK TYPE OF MEETING ITEM BELOW:

9:30 AM CEO MEETING:

2:00 PM CONSENT AGENDA: X
BY LEAVE:

5:30 PM LEGISLATIVE SESSION:
BY LEAVE:

SPECIAL SESSION:

BELOW FOR CLERK'S USE ONLY:

Clerk's Resolution No. 12-0572
Approved: Majority/Unanimous _____
Denied: Majority/Unanimous _____
Renews/Amends No. _____
Public Works No. _____
Purchasing Dept. No. _____

AGENDA TITLE: *In the matter of executing a Relicensing Project Interlocal Agreement among the County of Spokane, City of Spokane, Spokane County Prosecuting Attorney for Calendar Year 2012.*

BACKGROUND: *(Attach separate sheet(s) if necessary):*

Spokane County, City of Spokane and Spokane County Prosecuting Attorney will cooperatively participate in the Relicensing Project for the time frame January 1, 2012 through December 31, 2012 which project will enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

FISCAL IMPACT: *County contribution \$111,154.93*

REQUESTED BOARD ACTION: *Approve*

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

1) Legal Department

3) Budget Office

5) Guy Cavendér, Central Services


2) Auditor's Office

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

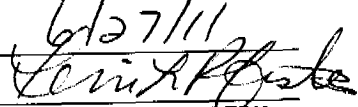
Other

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

10/14/11
288

 Agenda Sheet for City Council Meeting of* <input type="text" value="06/27/2011"/>		<input checked="" type="checkbox"/> Date Rec'd <small>(Clerk use only)</small> <input type="text" value="06/15/2011"/>
<input checked="" type="checkbox"/> Status: CLERK REVIEW		<input checked="" type="checkbox"/> Clerk's File # <input type="text" value="OPR 2011-0540"/>
<input checked="" type="checkbox"/> Submitting Dept*: CITY ATTORNEY	<input checked="" type="checkbox"/> Renews #	<input checked="" type="checkbox"/> Cross Ref #
<input checked="" type="checkbox"/> Contact Name & Phone*: MARY MURAMATSU 835-5994	<input checked="" type="checkbox"/> Project #	<input checked="" type="checkbox"/> Bid #
<input checked="" type="checkbox"/> Contact E-Mail* MMURAMATSU@SPOKANECITY.ORG	<input checked="" type="checkbox"/> Requisition #	
<input checked="" type="checkbox"/> Add'l Docs Attached? <input checked="" type="checkbox"/> Contract Item		
<input checked="" type="checkbox"/> Agenda Item Name: Begin with Dept # 0500-2011 RELICENSING PROGRAM INTERLOCAL		
<input checked="" type="checkbox"/> Agenda Wording*: (128 character max) <input type="checkbox"/> Additional attached? Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2011.		
<input checked="" type="checkbox"/> Summary (Background)*: (292 character max.) <input type="checkbox"/> Additional attached? This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue by assisting suspended drivers to regain their license and insurance and pay outstanding fines.		
<input checked="" type="checkbox"/> Fiscal Impact		<input checked="" type="checkbox"/> Budget Account <input type="checkbox"/> Additional attached?
Revenue <input type="text" value="\$101,000"/>	# <input type="text" value="0500-11220-99999-34239"/>	
Select <input type="text" value="\$"/>	# <input type="text"/>	
Select <input type="text" value="\$"/>	# <input type="text"/>	
Select <input type="text" value="\$"/>	# <input type="text"/>	
<input checked="" type="checkbox"/> Approvals		<input checked="" type="checkbox"/> Council Notifications (Date) <input type="checkbox"/> None
Dept Head: BURNS, BARBARA	Study Session:	<input type="text"/>
Division Director:	Other:	<input type="text" value="6/20/11 PSC"/>
Finance: LESESNE, MICHELE	<input checked="" type="checkbox"/> Distribution List (Emails preferred) <input type="checkbox"/> Additional?	
Legal: BURNS, BARBARA	<input type="text" value="mmuramatsu@spokanecity.org"/>	
For the Mayor: WEBSTER, DOROTHY	<input type="text" value="epbrown@spokanecity.org"/>	
<input checked="" type="checkbox"/> Additional Approvals		<input type="text" value="bburns@spokanecity.org"/>
Purchasing:	<input type="text" value="stucker@spokanecounty.org"/>	
Select Dept 1:	<input type="text" value="derickson@spokanecounty.org"/>	
Select Dept 2:	<input type="text" value="mlesesne@spokanecity.org"/>	
Select Dept 3:	<input type="text"/>	
<input type="button" value="Save"/>	<input type="button" value="Cancel"/>	<input type="button" value="View Related Documents"/>

APPROVED BY SPOKANE CITY COUNCIL

on 6/27/11

 SPOKANE CITY CLERK

11-0739

BRIEFING PAPER
City of Spokane
City Legal/City Prosecutor's Office
Relicensing Program Interlocal
June 20, 2011

Subject

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2011

Background

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue by assisting suspended drivers to regain their license and insurance and pay outstanding fines.

Impact

- Reduces number of unlicensed and uninsured drivers
- Reduces docket case loads for Municipal and District Court
- Generates revenue via affordable monthly payment plans

Action

Recommendation of the Public Safety Committee for City Council approval of the 2011 Relicensing Program Interlocal Agreement (January 1, 2011 – December 31, 2011).

Funding

City funds for this interlocal agreement are available in the City's 2011 annual budget.

For further information contact: Mary Muramatsu, City Prosecutor, 835-5994 or mmuramatsu@spokanecity.org

NO. 11-0739

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

RECEIVED
16.03.2011
CITY CLERK'S OFFICE
SPOKANE, WA

IN THE MATTER OF EXECUTING A)
RELICENSING PROJECT INTERLOCAL)
AGREEMENT AMONG THE COUNTY OF)
SPOKANE, CITY OF SPOKANE, SPOKANE)
COUNTY PROSECUTING ATTORNEY FOR)
CALENDAR YEAR 2011 .

RESOLUTION

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

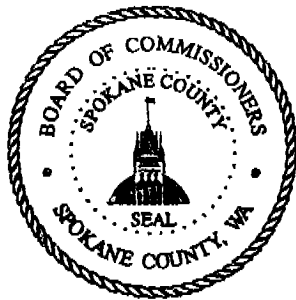
WHEREAS, pursuant to the provisions of RCW 36.27.020, The Spokane County Prosecuting Attorney shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, pursuant to the above referenced statutory provisions, Spokane County, City of Spokane and Spokane County Prosecuting Attorney are desirous of entering into an agreement wherein they will cooperatively participate in the Relicensing Project for the time frame from January 1, 2011 through December 31, 2011. The purpose of the Relicensing Project is to enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6), that either the Chairman of the Board or a majority of the Board be and is hereby authorized to execute that agreement termed "RELICENSING PROJECT INTERLOCAL AGREEMENT (January 1, 2011 - December 31, 2011)" wherein Spokane County, City of Spokane and Spokane County Prosecuting Attorney will cooperatively participate in the Relicensing Project for the time frame January 1, 2011 through December 31, 2011 which project will enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

PASSED AND ADOPTED this 23rd day of August, 2011.



ATTEST:

Daniela Erickson
Daniela Erickson, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Al French
AL FRENCH, CHAIR

Todd Mielke
TODD MIELKE, VICE CHAIR

Mark Richard
MARK RICHARD, COMMISSIONER

**Return to: Clerk of the Board of County Commissioners
Spokane County
1116 W. Broadway
Spokane, Washington 99260**

RELICENSING PROJECT INTERLOCAL AGREEMENT

(January 1, 2011-December 31, 2011)

11-0739

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY," SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY," and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR," hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

W I T N E S S E T H:

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

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, the PARTIES agree as follows:

11-0739

SECTION NO. 1: PURPOSE.

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project ("RP").

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2011 and continue until December 31, 2011. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule "A."

A. General:

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term "salary" shall include all benefits such as medical, dental, life insurance and disability.

11-0739

2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR'S Paralegal II, Legal Office Assistant 1 and Cashier or equivalent positions. The term "salaries" shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication, dedicated network printers and facsimile transmission equipment.
4. The PROSECUTOR will contribute the use of an additional photo copier.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication, dedicated network printers and facsimile transmissions.
2. The PROSECUTOR shall contribute the costs associated with an additional photo copier.
3. The CITY shall contribute the expenses associated with telecommunication line and long distance charges.

11-0739

4. The CITY shall contribute the expenses associated with postage.
5. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
8. The COUNTY will contribute the costs associated with revenue collection.
9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. Budgeting:

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2011

At the end of the term, the COUNTY and PROSECUTOR agree to review continued participation in the RP. Accordingly, each PARTY shall advise the other PARTIES, by October 1, 2011 of its intent to participate in this Agreement in calendar year 2012 and any proposed budget changes affecting this Agreement for calendar year 2012. However, the Parties recognize that any intent to continue participation in 2012 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2011 for 2012. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.
2. The Spokane County Prosecutor's Office, Discovery Unit, will collect the program administrative fee and post such fees to a segregated revenue line item for RP.

11-0739

3. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2011 the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget showing that the CITY advances fifty two and eight hundredths percent (52.08%) of budgeted costs of RP and the COUNTY advances forty seven and ninety-two hundredths percent (47.92%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.
4. In January 2012, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2011 through December 31, 2011 and there from determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2011 through December 31, 2011 contribution.
5. Using the same percent of contribution determined in paragraph 4, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2011 through December 31, 2011. The proceeds from the administrative fee collected during October, November and December of 2011 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2011 through December 31, 2011 to those determined under the terms of paragraph 4.
6. Payments from participants related to fines, costs, penalties and assessments imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.

11-0739

- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

SECTION NO. 6: LIABILITY

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.
- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.


County initials


City initials

11-0737

SECTION NO. 7: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

COUNTY: County Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

PROSECUTOR: Spokane County Prosecutor
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: 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.

SECTION NO. 9: ADMINISTRATION

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

SECTION NO. 10: 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.

11-0739

SECTION NO. 11 RCW 39.34 REQUIRED CLAUSES

- A. Purposes: See Section No. 1 above.
- B. Duration: See Section No. 3 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. 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: 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. See Section No. 8 above.

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. 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 the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any 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. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

11-0739

- 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 such statutory provision.
- 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. 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.
- I. Venue. 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.
- J. 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.
- K. 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 any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- L. No Third Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

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

Dated: 8/23/11

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

[Signature]
AL FRENCH, Chair

[Signature]
TODD MIELKE, Vice Chair

[Signature]
MARK RICHARD, Commissioner



ATTEST:

BY [Signature]
Daniela Erickson 11-0739
Clerk of the Board

PROSECUTOR:

Dated: 9/28/11

[Signature]
STEVEN J. TUCKER, County Prosecutor

Dated: 07/01/2011

CITY OF SPOKANE

By: [Signature]
Title: Thomas E. Danek, Jr.
City Administrator
City of Spokane

Attest: [Signature]
Acting City Clerk

Approved as to form:
[Signature]
Assistant City Attorney



11-0739

Community Relicensing Project

Budget Summary

	A	C	D	E
1				
2	City Prosecuting Attorney			
3		Gross Expense	City Contribution	County Contribution
4	Personnel Expenses			
5				
6	City Prosecutor Staff (Base Compensation)			
7	Asst Prosecutor	\$ 70,625.00	\$ 70,625.00	\$ -
9	Total City Prosecutor Base Compensation	\$ 70,625.00	\$ 70,625.00	\$ -
10				
11	City Prosecutor Staff (Benefit Compensation)			
12	Asst Prosecutor	\$ 24,255.00	\$ 24,255.00	\$ -
14	Total City Prosecutor Employee Benefits	\$ 24,255.00	\$ 24,255.00	\$ -
15				
16	Total City Prosecutor Employee Costs	\$ 94,880.00	\$ 94,880.00	\$ -
17				
18	City Non-personnel Expenses			
19	Travel		\$ -	\$ -
20	Equipment	\$ 15,334.95	\$ 15,334.95	\$ -
21	Supplies	\$ 4,222.70	\$ 4,222.70	\$ -
22	Other	\$ 7,560.00	\$ 7,560.00	\$ -
23	Total Non-personnel Expenses	\$ 27,117.65	\$ 27,117.65	\$ -
24				
25	Total City Prosecutor Expenses	\$ 121,997.65	\$ 121,997.65	\$ -
26				
27				
28	Total City Expenses	\$ 121,997.65	\$ 121,997.65	\$ -
29				
30	County Prosecuting Attorney			
31				
32	Personnel Expenses			
33		Gross Expense	City Contribution	County Contribution
34	County Prosecutor Staff (Base Compensation)			
35	Legal Office Asst 2 (Step 7)	\$ 33,450.48	\$ -	\$ 33,450.48
36	Paralegal 2 (Step 6)	\$ 41,256.72	\$ -	\$ 41,256.72
38	Cashier (Step 7)	\$ 3,262.56	\$ -	\$ 3,262.56
39	Total County Prosecutor Base Compensation	\$ 77,969.76	\$ -	\$ 77,969.76
40				
41	County Prosecutor Staff (Benefit Compensation)			
42	Legal Office Asst 2 (Step 7)	\$ 19,564.61	\$ -	\$ 19,564.61
43	Paralegal 2 (Step 6)	\$ 13,319.12	\$ -	\$ 13,319.12
45	Cashier (Step 7)	\$ 1,157.62	\$ -	\$ 1,157.62
48	Total County Prosecutor Employee Benefits	\$ 34,041.35	\$ -	\$ 34,041.35
47				
48	Total County Prosecutor Employee Costs	\$ 112,011.11	\$ -	\$ 112,011.11
49				
50	County Non-personnel Expenses			
51	Travel	\$ -	\$ -	\$ -
52	Equipment (Cannon Copier)	\$ 240.00	\$ -	\$ 240.00
53	Supplies	\$ -	\$ -	\$ -
54	Contracts	\$ -	\$ -	\$ -
55	Total Non-personnel Expenses	\$ 240.00	\$ -	\$ 240.00
56				
57	Total County CRJC Expenses	\$ 112,251.11	\$ -	\$ 112,251.11
58				
59		Gross Expense	City Contribution	County Contribution
60				
61				
62				
63	Total Current Funding Committed	\$ 234,248.76	\$ 121,997.65	\$ 112,251.11
64	% of Current Funding Committed		52.08%	47.92%
65				
66				
67				
68	DWLS 3 Charges - Through 12/31/2010	8,072	3,672	4,400

06.02.10

RECEIVED
APR 29 2010
CITY CLERK'S OFFICE
SPOKANE, WA
AgSht04.25.2008
CITY OF SPOKANE

AGENDA SHEET FOR COUNCIL MEETING OF: 5-10-10

Submitting Dept.
Legal(Prosecutors)

Contact Person/Phone No.
Stephen Hallstrom 835-5988

Council Sponsor
Public Safety

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

092 2010-0337

STANDING COMMITTEES

(Date of Notification)

- Finance _____
- Neighborhoods _____
- Planning/Community & Econ Dev _____
- Public Safety 04/19/10
- Public Works _____

Neighborhood/Commission/Committee Notified: _____
Action Taken: _____

AGENDA WORDING:

(If contract, include the term.)

2010 Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program.

BACKGROUND:

(Attach additional sheet if necessary)

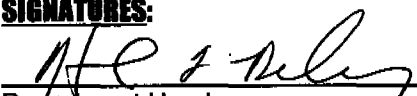
This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue and reducing the impact on the criminal justice system of the charge of driving while license suspended in the 3rd degree.

RECOMMENDATION: Approve

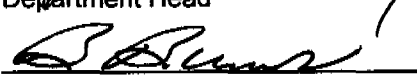
Fiscal Impact: <input type="checkbox"/> N/A	Budget Account: <input type="checkbox"/> N/A
<input type="checkbox"/> Expenditure: #	
<input checked="" type="checkbox"/> Revenue: \$101,000	#0500-11220-99999-34239
<input type="checkbox"/> Budget Neutral	

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

SIGNATURES:

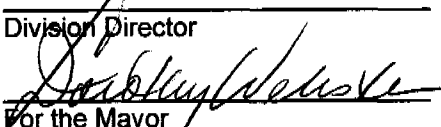


Department Head




Legal

Division Director



For the Mayor



Finance *MRL*

Council President

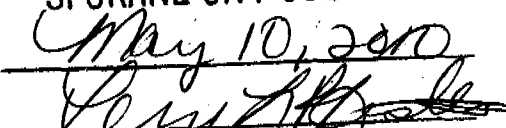
DISTRIBUTION: ~~Accounting~~

Spokane County
Spokane County Prosecutor

City Prosecutor-S. Hallstrom
City Prosecutor-E. Brown

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:



CITY CLERK

Return to: Clerk of the Board of County Commissioners
Spokane County
1116 W. Broadway
Spokane, Washington 99260

10-0490

RELICENSING PROJECT INTERLOCAL AGREEMENT

(January 1, 2010-December 31, 2010)

OPR 2010-0337

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY," SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY," and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR," hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

WITNESSETH:

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

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, the PARTIES agree as follows:

10-0490

SECTION NO. 1: PURPOSE.

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project ("RP").

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2010 and continue until December 31, 2010. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule "A."

A. General:

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term "salary" shall include all benefits such as medical, dental, life insurance and disability.

10-0490

2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR'S Paralegal II, Legal Office Assistant I and Cashier or equivalent positions. The term "salaries" shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.
2. The CITY shall contribute the expenses associated with telecommunication line and long distance charges.
3. The CITY shall contribute the expenses associated with postage.
4. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.

10-0490

5. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
7. The COUNTY will contribute the costs associated with revenue collection.
8. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. Budgeting:

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2010. At the end of the term, the COUNTY and PROSECUTOR agreed to review continued participation in the RP. Accordingly, each PARTY shall advise the other PARTIES, by October 1, 2010, of its intent to participate in this Agreement in calendar year 2011 and any proposed budget changes affecting this Agreement for calendar year 2011. However, the Parties recognize that any intent to continue participation in 2011 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2010 for 2011. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.
2. The Spokane County Prosecutor's Office, Discovery Unit, will collect the program administrative fee and post such fees to a segregated revenue line item for RP.
3. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2010, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES

10-0490

are based upon a proposed budget showing that the CITY advances approximately fifty one percent (51%) of budgeted costs of RP and the COUNTY advances forty nine percent (49%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.

4. In January 2011, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2010 through December 31, 2010 and there from determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2010 through December 31, 2010 contribution.
5. Using the same percent of contribution determined in paragraph 4, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2010 through December 31, 2010. The proceeds from the administrative fee collected during October, November and December of 2010 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2010 through December 31, 2010 to those determined under the terms of paragraph 4.
6. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.
- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

10-0490

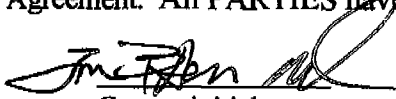
SECTION NO. 6: LIABILITY

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.

- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.


County initials


City initials

SECTION NO. 7: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by

10-0490

certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

COUNTY: County Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

PROSECUTOR: Spokane County Prosecutor
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: 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.

SECTION NO. 9: ADMINISTRATION

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

SECTION NO. 10: 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. 11 RCW 39.34 REQUIRED CLAUSES

A. Purposes: See Section No. 1 above.

B. Duration: See Section No. 3 above.

10-0490

- 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. 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: 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. See Section No. 8 above.

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. 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 the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any 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. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.
- 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

10-0490

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.

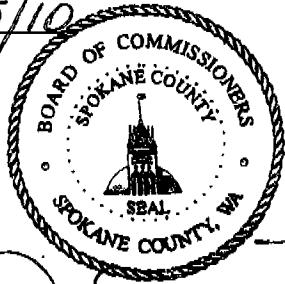
- G. Compliance with Laws. The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. Non-Discrimination. No individual shall be excluded from participation in, denied the benefit of, subjected 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.
- I. Venue. 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.
- J. 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.
- K. 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 any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- L. No Third Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

//

//

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

Dated: 5/25/10



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

[Signature]
MARK RICHARD, Chair

ATTEST:

BY: [Signature]
Daniela Erickson 10-0490
Clerk of the Board

[Signature]
BONNIE MAGER

[Signature]
TODD MIELKE

PROSECUTOR:

Dated: 5/28/10

[Signature]
STEVEN J. TUCKER, County Prosecutor

Dated: 5/12/10

CITY OF SPOKANE

By: [Signature]
Title: Thomas E. Danek, Jr.
City Administrator
City of Spokane

Attest:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney



10-0490

Community Relicensing Project

Budget Summary

CPR 2010-0337

	A	C	D	E
1				
2	City Prosecuting Attorney			
3		Gross Expense	City Contribution	County Contribution
4	Personnel Expenses			
5				
6	City Prosecutor Staff (Base Compensation)			
7	Asst Prosecutor	\$ 63,615.00	\$ 63,615.00	\$ -
9	Total City Prosecutor Base Compensation	\$ 63,615.00	\$ 63,615.00	\$ -
10				
11	City Prosecutor Staff (Benefit Compensation)			
12	Asst Prosecutor	\$ 23,649.00	\$ 23,649.00	\$ -
14	Total City Prosecutor Employee Benefits	\$ 23,649.00	\$ 23,649.00	\$ -
15				
16	Total City Prosecutor Employee Costs	\$ 87,264.00	\$ 87,264.00	\$ -
17				
18	City Non-personnel Expenses			
19	Travel		\$ -	\$ -
20	Equipment	\$ 19,079.90	\$ 19,079.90	\$ -
21	Supplies	\$ 4,505.95	\$ 4,505.95	\$ -
22	Other	\$ 7,560.00	\$ 7,560.00	\$ -
23	Total Non-personnel Expenses	\$ 31,145.85	\$ 31,145.85	\$ -
24				
25	Total City Prosecutor Expenses	\$ 118,409.85	\$ 118,409.85	\$ -
26				
27				
28	Total City Expenses	\$ 118,409.85	\$ 118,409.85	\$ -
29				
30	County Prosecuting Attorney			
31				
32	Personnel Expenses			
33		Gross Expense	City Contribution	County Contribution
34	County Prosecutor Staff (Base Compensation)			
35	Legal Office Asst 2 (Step 7)	\$ 33,450.48	\$ -	\$ 33,450.48
36	Paralegal 2 (Step 6)	\$ 39,916.88	\$ -	\$ 39,916.88
38	Cashier (Step 7)	\$ 3,262.56	\$ -	\$ 3,262.56
39	Total County Prosecutor Base Compensation	\$ 76,629.92	\$ -	\$ 76,629.92
40				
41	County Prosecutor Staff (Benefit Compensation)			
42	Legal Office Asst 2 (Step 7)	\$ 18,104.00	\$ -	\$ 18,104.00
43	Paralegal 2 (Step 6)	\$ 12,333.36	\$ -	\$ 12,333.36
45	Cashier (Step 7)	\$ 1,083.38	\$ -	\$ 1,083.38
46	Total County Prosecutor Employee Benefits	\$ 31,520.74	\$ -	\$ 31,520.74
47				
48	Total County Prosecutor Employee Costs	\$ 108,150.66	\$ -	\$ 108,150.66
49				
50	County Non-personnel Expenses			
51	Travel	\$ -	\$ -	\$ -
52	Equipment	\$ -	\$ -	\$ -
53	Supplies	\$ -	\$ -	\$ -
54	Contracts	\$ -	\$ -	\$ -
55	Total Non-personnel Expenses	\$ -	\$ -	\$ -
56				
57	Total County CRJC Expenses	\$ 108,150.66	\$ -	\$ 108,150.66
58				
59		Gross Expense	City Contribution	County Contribution
60		% 2009 DWLS 3	45.67%	54.33%
61				
62	Gross Funding Requirements - Proportional Based On 2009 DWLS%	\$ 226,560.51	\$ 103,469.82	\$ 123,090.69
63	Current Funding Committed	\$ 226,560.51	\$ 118,409.85	\$ 108,150.66
64	% of Current Funding Committed		52.26%	47.74%
65	Proportional Obligation v. Current Funding Committed		\$ 14,940.03	\$ (14,940.03)
66	Net Current Funding Requirements - Operational Shortfall	\$ -		
67				
68	DWLS 3 Charges - Through 12/31/2009	8,814	3,934	4,880

No. 10-0490

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

RECEIVED
06-01-2010
CITY CLERK'S OFFICE
SPOKANE, WA

IN THE MATTER OF EXECUTING A)
RELICENSING PROJECT INTERLOCAL)
AGREEMENT AMONG THE COUNTY OF)
SPOKANE, CITY OF SPOKANE AND SPOKANE)
COUNTY PROSECUTING ATTORNEY FOR)
CALENDAR YEAR 2010)

RESOLUTION

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

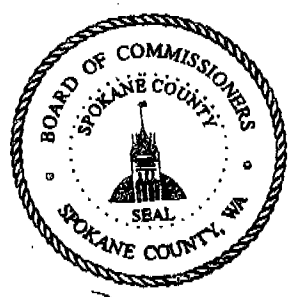
WHEREAS, pursuant to the provisions of RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, pursuant to the above referenced statutory provisions, Spokane County, City of Spokane and Spokane County Prosecuting Attorney are desirous of entering into an agreement wherein they will cooperatively participate in the Relicensing Project for the time frame from January 1, 2010 through December 31, 2010. The purpose of the Relicensing Project is to enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6), that either the chairman of the Board or a majority of the Board be and is hereby authorized to execute that agreement termed "RELICENSING PROJECT INTERLOCAL AGREEMENT (January 1, 2010 - December 31, 2010)" wherein Spokane County, City of Spokane and the Spokane County Prosecuting Attorney will cooperatively participate in the Relicensing Project for the time frame from January 1, 2010 through December 31, 2010 which project will enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

PASSED AND ADOPTED this 25th day of May, 2010.



ATTEST:

Daniela Erickson
Daniela Erickson, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mark Richard
Mark Richard, Chair

Bonnie Mager
Bonnie Mager, Vice-Chair

Todd Mielke
Todd Mielke, Commissioner

12/17/09

AGENDA SHEET FOR COUNCIL MEETING OF: November 16, 2009

RECEIVED
NOV 05 2009
CLERK'S OFFICE
SPOKANE, WA



Submitting Dept.
City Prosecutor

Contact Person/Phone No.
Stephen Hallstrom / 5988

Council Sponsor
Public Safety

ADMINISTRATIVE SESSION

- X Contract
- o Report
- o Claims

LEGISLATIVE SESSION

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

CITY PRIORITY

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

- CLERK'S FILE
- RENEWS
- CROSS REF
- ENG
- BID
- REQUISITION

OPR 2009-0938

OPR 2008-0441

STANDING COMMITTEES (Date of Notification)

- o Finance _____
- o Neighborhoods _____
- o Planning/Community & Econ Dev _____
- o Public Safety 10-19-09
- o Public Works _____

Neighborhood/Commission/Committee Notified: _____

Action Taken: _____

AGENDA WORDING:

(If contract, include the term.)

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2009.

BACKGROUND:

(Attach additional sheet if necessary)

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue and reducing the impact of the charge of driving while license suspended in the 3rd degree on the criminal justice system.

RECOMMENDATION: Approve

Fiscal Impact: o N/A	Budget Account: o N/A
o Expenditure: \$	#
x Revenue: \$69,000	#0500-11220-99999-34239
o Budget Neutral	

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

SIGNATURES:

Department Head

Division Director

Finance MRL

Legal

For the Mayor

Council President

DISTRIBUTION: Spokane County Accounting

Spokane County Prosecutor
Legal - B. Burns

City Prosecutor

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:

November 16, 2009

CITY CLERK

RECEIVED
12.17.09
CITY CLERK'S OFFICE
SPOKANE, WA

No. 9-1088

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A)
RELICENSING PROJECT INTERLOCAL)
AGREEMENT AMONG THE COUNTY OF)
SPOKANE, CITY OF SPOKANE AND SPOKANE)
COUNTY PROSECUTING ATTORNEY)

RESOLUTION

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

WHEREAS, pursuant to the provisions of RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

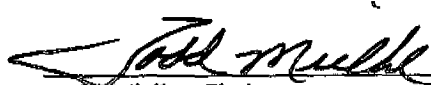
WHEREAS, pursuant to the above referenced statutory provisions, Spokane County, City of Spokane and Spokane County Prosecuting Attorney are desirous of entering into an agreement wherein they will cooperatively participate in the Relicensing Project for the time frame from January 1, 2009 through December 31, 2009. The purpose of the Relicensing Project is to enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

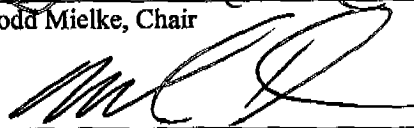
NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6), that either the chairman of the Board or a majority of the Board be and is hereby authorized to execute that agreement termed "RELICENSING PROJECT INTERLOCAL AGREEMENT (January 1, 2009-December 31, 2009)" wherein Spokane County, City of Spokane and the Spokane County Prosecuting Attorney will cooperatively participate in the Relicensing Project for the time frame from January 1, 2009 through December 31, 2009 which project will enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

PASSED AND ADOPTED this 15th day of December, 2009.

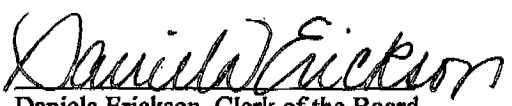


BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


Todd Mielke, Chair


Mark Richard, Vice-Chair

ATTEST:


Daniela Erickson, Clerk of the Board


Bonnie Mager, Commissioner

**Return to: Clerk of the Board of County Commissioners
Spokane County
1116 W. Broadway
Spokane, Washington 99260**

**RELICENSING PROJECT INTERLOCAL AGREEMENT
(January 1, 2009-December 31, 2009)**

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY," SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY," and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR," hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

W I T N E S S E T H:

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

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, the PARTIES agree as follows:

9-1088

SECTION NO. 1: PURPOSE.

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project ("RP").

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2009 and continue until December 31, 2009. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule "A."

A. General:

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term "salary" shall include all benefits such as medical, dental, life insurance and disability.

9-1088

2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR'S Paralegal II, Legal Office Assistant 1 and Cashier or equivalent positions. The term "salaries" shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.
2. The CITY shall contribute the expenses associated with telecommunication line and long distance charges.
3. The CITY shall contribute the expenses associated with postage.
4. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.

5. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
7. The COUNTY will contribute the costs associated with revenue collection.
8. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. Budgeting:

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2009. At the end of the term, the COUNTY and PROSECUTOR agreed to review continued participation in the RP. Accordingly, each PARTY shall advise the other PARTIES, by October 1, 2009, of its intent to participate in this Agreement in calendar year 2010 and any proposed budget changes affecting this Agreement for calendar year 2010. However, the Parties recognize that any intent to continue participation in 2010 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2009 for 2010. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.
2. The Spokane County Prosecutor's Office, Discovery Unit, will collect the program administrative fee and post such fees to a segregated revenue line item for RP.
3. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2009, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES

are based upon a proposed budget showing that the CITY advances approximately fifty one percent (51%) of budgeted costs of RP and the COUNTY advances forty nine percent (49%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.

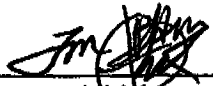
4. In January 2010, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2009 through December 31, 2009 and there from determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2009 through December 31, 2009 contribution.
5. Using the same percent of contribution determined in paragraph 4, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2009 through December 31, 2009. The proceeds from the administrative fee collected during October, November and December of 2009 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2009 through December 31, 2009 to those determined under the terms of paragraph 4.
6. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.
- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

SECTION NO. 6: LIABILITY

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.
- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.


County initials


City initials

SECTION NO. 7: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by

certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

COUNTY: County Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

PROSECUTOR: Spokane County Prosecutor
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: 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.

SECTION NO. 9: ADMINISTRATION

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

SECTION NO. 10: 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. 11 RCW 39.34 REQUIRED CLAUSES

A. Purposes: See Section No. 1 above.

B. Duration: See Section No. 3 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. 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: 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. See Section No. 8 above.

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. 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 the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any 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. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.
- 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 such statutory provision.

- 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. 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.
- I. Venue. 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.
- J. 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.
- K. 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 any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- L. No Third Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

//

//

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

Dated: 12/1/09

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



Todd Mielke
TODD MIELKE, Chair

ATTEST:

Mark Richard
MARK RICHARD

BY: Daniela Erickson
Daniela Erickson
Clerk of the Board
9-1088

Bonnie Mager
BONNIE MAGER

PROSECUTOR:

Dated: 12/8/09

Steven J. Tucker
STEVEN J. TUCKER, County Prosecutor

Dated: _____

CITY OF SPOKANE

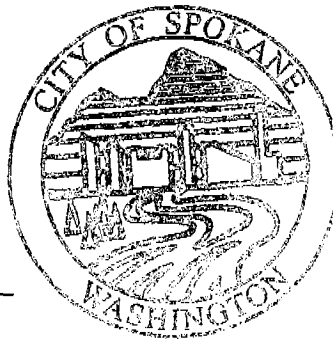
By: Thomas E. Danek, Jr.
Title: **Thomas E. Danek, Jr.**
City Administrator
City of Spokane

Attest:

Yen P. P. P.
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney



Community Relicensing Project

Budget Summary

City Prosecuting Attorney

	Gross Expense	City Contribution	County Contribution
Personnel Expenses			
City Prosecutor Staff (Base Compensation)			
Asst Prosecutor - Range 1 (Step 1)	\$ 53,739.00	\$ 53,739.00	\$ -
Total City Prosecutor Base Compensation	\$ 53,739.00	\$ 53,739.00	\$ -
City Prosecutor Staff (Benefit Compensation)			
Asst Prosecutor - Range 1 (Step 1)	\$ 23,304.00	\$ 23,304.00	\$ -
Total City Prosecutor Employee Benefits	\$ 23,304.00	\$ 23,304.00	\$ -
Total City Prosecutor Employee Costs	\$ 77,043.00	\$ 77,043.00	\$ -
City Non-personnel Expenses			
Travel	\$ 500.00	\$ -	\$ -
Equipment	\$ 20,527.14	\$ 20,527.14	\$ -
Supplies	\$ 4,295.30	\$ 4,295.30	\$ -
Contracts	\$ -	\$ -	\$ -
Other (space)	\$ 7,560.00	\$ 7,560.00	\$ -
Total Non-personnel Expenses	\$ 32,882.44	\$ 32,882.44	\$ -
Total City Prosecutor Expenses	\$ 109,925.44	\$ 109,425.44	\$ -
Total City Expenses	\$ 109,925.44	\$ 109,425.44	\$ -

County Prosecuting Attorney

	Gross Expense	City Contribution	County Contribution
Personnel Expenses			
County Prosecutor Staff (Base Compensation)			
Legal Office Asst 2 (Step 7)	\$ 32,625.60	\$ -	\$ 32,625.60
Legal Office Asst 2 (Step XX)	\$ -	\$ -	\$ -
Paralegal 2 (Step 5)	\$ 24,276.00	\$ -	\$ 24,276.00
Paralegal 2 (Step 6)	\$ 12,744.90	\$ -	\$ 12,744.90
Cashier (Step 7)	\$ 3,182.11	\$ -	\$ 3,182.11
Total County Prosecutor Base Compensation	\$ 72,828.61	\$ -	\$ 72,828.61
County Prosecutor Staff (Benefit Compensation)			
Legal Office Asst 2 (Step 7)	\$ 17,177.65	\$ -	\$ 17,177.65
Legal Office Asst 2 (Step XX)	\$ -	\$ -	\$ -
Paralegal 2 (Step 3)	\$ 8,736.91	\$ -	\$ 8,736.91
Paralegal 2 (Step 6)	\$ 4,467.75	\$ -	\$ 4,467.75
Cashier (Step 7)	\$ 1,559.78	\$ -	\$ 1,559.78
Total County Prosecutor Employee Benefits	\$ 31,942.09	\$ -	\$ 31,942.09
Total County Prosecutor Employee Costs	\$ 104,770.70	\$ -	\$ 104,770.70
County Non-personnel Expenses			
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -
Contracts	\$ -	\$ -	\$ -
Total Non-personnel Expenses	\$ -	\$ -	\$ -
Total County CRJC Expenses	\$ 104,770.70	\$ -	\$ 104,770.70
30 Current Funding Committed	\$ 214,196.13	\$ 109,425.44	\$ 104,770.70
% of Current Funding Committed		51.09%	48.91%

9-1088

RECEIVED

APR 23 2008



CITY CLERK'S OFFICE
SPOKANE, WA

AGENDA SHEET FOR COUNCIL MEETING OF: May 5, 2008

Submitting Dept.
Prosecutor

Contact Person/Phone No.
Howard Delaney/5994

Council Sponsor
Public Safety

- 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 2008 0441
(OPR 2003-591)

STANDING COMMITTEES

- (Date of Notification)
- Finance _____
 - Neighborhoods _____
 - Planning/Community & Econ Dev _____
 - Public Safety 4/21/08
 - Public Works _____

Neighborhood/Commission/Committee Notified:
Action Taken:

AGENDA WORDING:

(If contract, include the term.)

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2008.

BACKGROUND:

(Attach additional sheet if necessary)

This regional program has been re-established in 2008 for the purposes enhancing collection of traffic fine revenue and reducing the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

RECOMMENDATION: Approve

Fiscal Impact: <input type="checkbox"/> N/A	Budget Account: <input type="checkbox"/> N/A
<input type="checkbox"/> Expenditure: \$	#
<input type="checkbox"/> Revenue: \$40,000.00	# 0500-11220-99999-34239
<input type="checkbox"/> Budget Neutral	

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

SIGNATURES:

Department Head

Legal

Division Director

Chief of Staff for Mayor

Finance

Council President

DISTRIBUTION: Spokane County Accounting

Spokane County Prosecutor

City Prosecutor

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:

May 5, 2008

CITY CLERK

NO. 8 0538

RECEIVED
06-30-08
CITY CLERK'S OFFICE
SPOKANE, WA

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A)
RELICENSING PROJECT INTERLOCAL)
AGREEMENT AMONG THE COUNTY OF)
SPOKANE, CITY OF SPOKANE AND SPOKANE)
COUNTY PROSECUTING ATTORNEY)

RESOLUTION

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

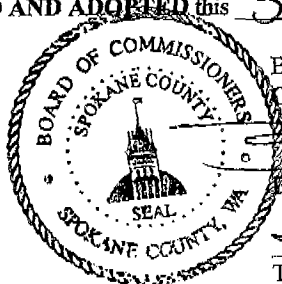
WHEREAS, pursuant to the provisions of RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, pursuant to the above referenced statutory provisions, Spokane County, City of Spokane and Spokane County Prosecuting Attorney are desirous of entering into an agreement wherein they will cooperatively participate in the Relicensing Project for the time frame from January 1, 2008 through December 31, 2008. The purpose of the Relicensing Project is to enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6), that either the chairman of the Board or a majority of the Board be and is hereby authorized to execute that agreement termed "RELICENSING PROJECT INTERLOCAL AGREEMENT (January 1, 2008-December 31, 2008)" wherein Spokane County, City of Spokane and Spokane County Prosecuting Attorney will cooperatively participate in the Relicensing Project for the time frame from January 1, 2008 through December 31, 2008 which project will enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

PASSED AND ADOPTED this 3rd day of June, 2008.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

Bonnie Mager
BONNIE MAGER, Chair

Todd Mielke
TODD MIELKE, Vice Chair

Mark Richard
MARK RICHARD, Commissioner

ATTEST:
CLERK OF THE BOARD

Daniela Erickson
Daniela Erickson

Return to: Clerk of the Board of County Commissioners
Spokane County
1116 W. Broadway
Spokane, Washington 99260

8 0538

RELICENSING PROJECT INTERLOCAL AGREEMENT
(January 1, 2008-December 31, 2008)

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY," SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY," and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR," hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

WITNESSETH:

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

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, the PARTIES agree as follows:

SECTION NO. 1: PURPOSE.

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project ("RP").

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2008 and continue until December 31, 2008. Any PARTY may terminate this Agreement at any time upon 30 days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule "A."

A. General:

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay 100% of the salary for the Assistant City Prosecutor assigned the RP. The term "salary" shall include all benefits such as medical, dental, life insurance and disability.
2. The COUNTY shall contribute and directly pay 100% of the salaries for the PROSECUTOR'S Paralegal II, Legal Office Assistant 1 and Cashier or equivalent positions. The term "salaries" shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.
2. The CITY shall contribute the expenses associated with telecommunication line and long distance charges.
3. The CITY shall contribute the expenses associated with postage.
4. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
5. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
8. The COUNTY will contribute the costs associated with revenue collection;
9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. Budgeting:

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2008. At the end of the term, the COUNTY and PROSECUTOR agreed to review continued participation in the RP. Accordingly, each PARTY shall advise the other PARTIES, by October 1, 2008, of its intent to participate in this Agreement in calendar year 2009 and any proposed budget changes affecting this Agreement for calendar year 2009. However, the Parties recognize that any intent to continue participation in 2009 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2008 for 2009. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

1. The RP will require the payment of a \$100.00 administrative fee by each participant in the program.
2. The Spokane County Prosecutor's Office, Discovery Unit, will collect the program administrative fee and post such fees to a segregated revenue line item for RP.
3. Within thirty days of the end of the first three calendar quarters (March 31, June 30, and September 30) of 2008, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget showing that the CITY advances approximately fifty one percent (51%) of budgeted costs of RP and the COUNTY advances forty nine percent (49%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.
4. In January 2009, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2008 through December 31, 2008 and there from determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2008 through December 31, 2008 contribution.

5. Using the same percent of contribution determined in paragraph 4, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2008 through December 31, 2008. The proceeds from the administrative fee collected during October, November and December of 2008 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2008 through December 31, 2008 to those determined under the terms of paragraph 4.
6. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.
- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

SECTION NO. 6: LIABILITY

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and

agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.
- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.

County initials



City initials

SECTION NO. 7: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

COUNTY: County Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

PROSECUTOR: Spokane County Prosecutor
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: 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.

SECTION NO. 9: ADMINISTRATION

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

SECTION NO. 10 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. 11 RCW 39.34 REQUIRED CLAUSES

- A. Purposes: See Section No. 1 above.
- B. Duration: See Section No. 3 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. 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: 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. See Section No. 8 above.

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. 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 the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any 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.

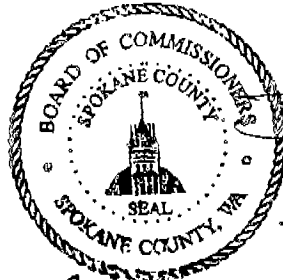
- E. Assignment. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.
- F. Severability. If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be 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 such statutory provision.
- 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. 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.
- I. Venue. 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.
- J. 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.
- K. 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 any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

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

8 0538

Dated: June 3rd, 2008

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



Bonnie Mager
BONNIE MAGER, Chair

ATTEST:

BY: Daniela Erickson
Daniela Erickson

Todd Mielke
TODD MIELKE

Mark Richard
MARK RICHARD

PROSECUTOR:

Dated: 6-27-08

Steven J. Tucker
STEVEN J. TUCKER, County Prosecutor

Dated: May 9, 2008

CITY OF SPOKANE

By: Thomas E. Danek, Jr.
(Thomas E. Danek, Jr. City Administrator)

Attest:

Seri L. Gault
City Clerk

Approved as to form:

B.B. Burns
Assistant City Attorney



Community Relicensing Project

Budget Summary
Restart - 12 Months

City Prosecuting Attorney

	Gross Expense	City Contribution	County Contribution
Personnel Expenses			
City Prosecutor Staff (Base Compensation)			
Asst Prosecutor - Range 1 (Step 1)	\$ 51,658.37	\$ 51,658.37	\$ -
Total City Prosecutor Base Compensation	\$ 51,658.37	\$ 51,658.37	\$ -
City Prosecutor Staff (Benefit Compensation)			
Asst Prosecutor - Range 1 (Step 1)	\$ 23,870.51	\$ 23,870.51	\$ -
Total City Prosecutor Employee Benefits	\$ 23,870.51	\$ 23,870.51	\$ -
Total City Prosecutor Employee Costs	\$ 75,528.88	\$ 75,528.88	\$ -
City Non-personnel Expenses			
Travel	\$ 500.00	\$ -	\$ -
Equipment	\$ 15,668.24	\$ 15,668.24	\$ -
Supplies	\$ 3,517.27	\$ 3,517.27	\$ -
Contracts	\$ -	\$ -	\$ -
Other (space)	\$ 7,560.00	\$ 7,560.00	\$ -
Total Non-personnel Expenses	\$ 27,245.51	\$ 26,745.51	\$ -
Total City Prosecutor Expenses	\$ 102,774.40	\$ 102,274.40	\$ -
Total City Expenses	\$ 102,774.40	\$ 102,274.40	\$ -

County Prosecuting Attorney

	Gross Expense	City Contribution	County Contribution
Personnel Expenses			
County Prosecutor Staff (Base Compensation)			
Legal Office Asst 2 (Step 7)	\$ 30,428.64	\$ -	\$ 30,428.64
Legal Office Asst 2 (Step XX)	\$ -	\$ -	\$ -
Paralegal 2 (Step 4)	\$ 16,150.68	\$ -	\$ 16,150.68
Paralegal 2 (Step 5)	\$ 16,977.72	\$ -	\$ 16,977.72
Cashier (Step 7)	\$ 2,967.24	\$ -	\$ 2,967.24
Total County Prosecutor Base Compensation	\$ 66,524.28	\$ -	\$ 66,524.28
County Prosecutor Staff (Benefit Compensation)			
Legal Office Asst 2 (Step 7)	\$ 16,049.56	\$ -	\$ 16,049.56
Legal Office Asst 2 (Step XX)	\$ -	\$ -	\$ -
Paralegal 2 (Step 3)	\$ 5,902.74	\$ -	\$ 5,902.74
Paralegal 2 (Step 5)	\$ 6,195.47	\$ -	\$ 6,195.47
Cashier (Step 7)	\$ 1,455.53	\$ -	\$ 1,455.53
Total County Prosecutor Employee Benefits	\$ 29,603.29	\$ -	\$ 29,603.29
Total County Prosecutor Employee Costs	\$ 96,127.57	\$ -	\$ 96,127.57
County Non-personnel Expenses			
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -
Contracts	\$ -	\$ -	\$ -
Total Non-personnel Expenses	\$ -	\$ -	\$ -
Total County CRJC Expenses	\$ 96,127.57	\$ -	\$ 96,127.57

	Gross Expense	City Contribution	County Contribution
	% 2007 DWLS 3	41.55%	58.45%

Gross Funding Requirements - Proportional Based On 2007 DWLS%	\$ 198,901.97	\$ 82,653.21	\$ 116,248.75
Current Funding Committed	\$ 198,401.97	\$ 102,274.40	\$ 96,127.57
% of Current Funding Committed		51.55%	48.45%
Proportional Obligation v. Current Funding Committed		\$ 19,621.19	\$ (20,121.19)
Net Current Funding Requirements - Operational Shortfall	\$ 500.00		

DWLS 3 Charges - Through 9/30/2007	6,329	2,630	3,699
------------------------------------	-------	-------	-------