

**Agenda Sheet for City Council Meeting of:**

10/14/2019

<b>Date Rec'd</b>	9/30/2019
<b>Clerk's File #</b>	OPR 2019-0846
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

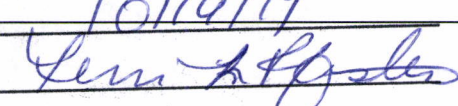
<b>Submitting Dept</b>	CITY ATTORNEY
<b>Contact Name/Phone</b>	JUSTIN BINGHAM 5994
<b>Contact E-Mail</b>	JBINGHAM@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0500 2017 RELICENSING PROGRAM INTERLOCAL AGREEMENT

**Agenda Wording**  
 Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2019.

**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.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	
Revenue	\$ 100,000.00	# 0500-11220-99999-34133
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DALTON, PAT	<b>Study Session</b>	10/7/19
<b>Division Director</b>		<b>Other</b>	
<b>Finance</b>	HUGHES, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	jbingham@spokanecity.org	
<b>For the Mayor</b>	ORMSBY, MICHAEL	dwhaley@spokanecity.org,	
<b>Additional Approvals</b>		gvasquez@spokanecounty.org	
<b>Purchasing</b>		lhaskell@spokanecounty.org	
		APPROVED BY	
		SPOKANE CITY COUNCIL:	

10/14/19  
  
 CITY CLERK

RECEIVED

JUL 24 2019

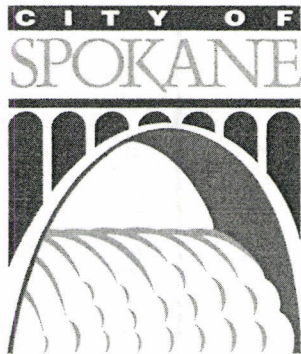
CITY CLERK'S OFFICE

Oct. 14  
RECEIVED

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Office of the City Attorney

City Clerk's No. OPR 2019-0846  
Resolution No. 19-1171-



**Spokane County**  
WASHINGTON

**City of Spokane & Spokane County**

**RELICENSING PROJECT  
INTERLOCAL AGREEMENT**

DATE: *January 1, 2019 - December 31, 2019*

**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 hereto 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, 2019 and continue until December 31, 2019. 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 and Legal Office Assistant -2 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, 2019. 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, 2019, of its intent to participate in this Agreement in calendar year 2019 and any proposed budget changes affecting this Agreement for calendar year 2019. However, the Parties recognize that any intent to continue participation in 2020 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2019 for 2020. 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. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2019, 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 2019 showing that the CITY advances approximately forty-eight percent (45%) of budgeted costs of RP and the COUNTY advances fifty-two percent (55%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.
3. In January 2020, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2019 through December 31, 2019 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, 2019 through December 31, 2019 contribution.

4. Using the same percent of contribution determined in paragraph 3, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2019 through December 31, 2019. The proceeds from the administrative fee collected during October, November and December of 2019 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2019 through December 31, 2019 to those determined under the terms of paragraph 3.
5. 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.

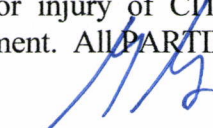
#### **SECTION NO. 5: EMPLOYMENT**

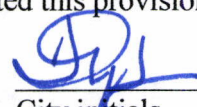
- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.
- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise PROSECUTOR on matters concerning 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 this 9th day of July, 2019.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kuney  
MARY L. KUNEY, Chair

Al French  
AL FRENCH, Vice-Chair

ATTEST:

Ginna Vasquez  
Ginna Vasquez, Clerk of the Board

Josh Kerns  
JOSH KERNS, Commissioner

PROSECUTOR:

Dated: 7/16/19

L. H. Haskell  
Lawrence H. Haskell, County Prosecutor

Dated: 10/17/19

CITY OF SPOKANE  
By: [Signature]  
Title: CITY ADMINISTRATOR

ATTEST:

[Signature]  
City Clerk

Approved as to form:  
[Signature]  
Assistant City Attorney



**SCHEDULE "A"**

**2019 Community Relicensing Project Budget Summary**

	<b>Gross Expense</b>	<b>City Contribution</b>	<b>County Contribution</b>
<b>City Prosecuting Attorney</b>			
Personnel Expenses			
Asst Prosecutor - Salary	69,888	69,888	
Asst Prosecutor - Benefits	30,362	30,362	
City Non-personnel Expenses	-		
Registration and Travel	2,059	2,059	
Equipment	-		
Publications and Supplies	4,906	4,905.60	
Office Space and Services	7,986	7,986.20	
<b>Total City Prosecutor Expenses</b>	<b>115,201</b>	<b>115,201</b>	
<b>County Prosecutor</b>			
Personnel Expenses			
LOA2 - Salary	36,597		36,597
Paralegal - Salary	51,114		51,114
Payroll - Benefits	51,477		51,477
County Copier			
Lease	774		774
Copy use	66		66
<b>Total County Prosecutor Expenses</b>	<b>140,028</b>		<b>140,028</b>
<b>Total Funding</b>	<b>255,228</b>	<b>115,201</b>	<b>140,028</b>
<b>%</b>	<b>100%</b>	<b>45%</b>	<b>55%</b>

NO. **19 - 1275**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER CORRECTING A )  
SCRIVENER'S ERROR IN RESOLUTION NO. )  
19-1171 AND ITS ATTACHED INTERLOCAL )  
AGREEMENT )

**RESOLUTION**

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

**WHEREAS**, the Board passed Resolution No. 19-1171 executing a relicensing project interlocal agreement among the County of Spokane, the City of Spokane, and the Spokane County Prosecutor's Office, on July 9, 2019; and

**WHEREAS**, a scrivener's error occurred on page 4 of 10 of the Interlocal Agreement, Section No. 4, B2; and

**WHEREAS**, the Board desires to acknowledge the scrivener's error and correct the same; and

**WHEREAS**, but for the scrivener's error identified above, Resolution No. 19-1171 and its attached Interlocal Agreement is otherwise correct.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Board of County Commissioners of Spokane County, Washington, that the scrivener's error contained in the Interlocal Agreement attached to Resolution No. 19-1171 on page 4 of 10 of the Interlocal Agreement, Section No. 4, B2, is corrected to read as follows:

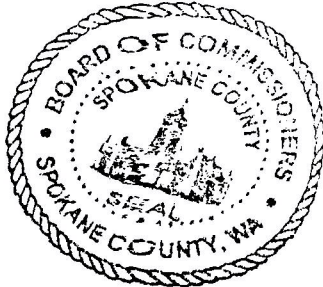
(Strikethrough language stricken)

- 2. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2019, 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 2019 showing that the CITY advances approximately ~~forty-eight~~ forty-five (45%) of budgeted costs of RP and the COUNTY advances approximately ~~fifty-two~~ fifty-five (55%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.

**BE IT FURTHER RESOLVED**, that but for the changes as set forth above, all other provisions of Resolution No. 19-1171, and its attached Interlocal Agreement, shall remain in full force and effect, without any change or modification whatsoever.

RESOLVED AND ADOPTED this 27<sup>th</sup> day of August, 2019.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON



Mary L. Koney  
MARY L. KONEY, Chair

Al French  
AL FRENCH, Vice-Chair

ATTEST:

Ginna Vasquez  
Ginna Vasquez, Clerk of the Board

Josh Kerns  
JOSH KERNS Commissioner