



# Agenda Sheet for City Council Meeting of:

06/21/2021

**Date Rec'd**

6/9/2021

**Clerk's File #**

OPR 2021-0408

**Renews #****Submitting Dept**

CITY ATTORNEY

**Cross Ref #****Contact Name/Phone**

MIKE ORMSBY 6287

**Project #****Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

0500 2020 RELICENSING PROGRAM INTERLOCAL AGREEMENT

## Agenda Wording

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2020.

## 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. Spokane County has traditionally been a year behind in finalizing and approving ILA's. In this instance the program was discontinued at the end of calendar year 2020. In order for the City to bill and be paid the final \$8,922.90 owed to the City, we need to have this ILA in place.

Lease? NO

Grant related? NO

Public Works? NO

## Fiscal Impact

## Budget Account

Revenue \$ 8,922.90

# 0500-11220-99999-34133

Select \$

#

Select \$

#

Select \$

#

## Approvals

## Council Notifications

**Dept Head**

ORMSBY, MICHAEL

**Study Session\Other**

6/7/21 Public Safety

**Division Director****Council Sponsor**

Council Member Kinnear

**Finance**

BUSTOS, KIM

## Distribution List

**Legal**

PICCOLO, MIKE

jbingham@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

dwhaley@spokanecity.org

## Additional Approvals

gvasquez@spokanecounty.org

**Purchasing**

lhaskell@spokanecounty.org

ywang@spokanecity.org

Approved by Spokane City Council

on:

DocuSigned by:

CC56CBA4DCC84D6city clerk

NO. 21-0301BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTONIN 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 2020**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 were desirous of entering into an agreement wherein they cooperatively participated in the Relicensing Project for the time frame from January 1, 2020 through December 31, 2020. The purpose of the Relicensing Project was to enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3<sup>rd</sup> Degree on the criminal justice system; and

**WHEREAS**, Spokane County and as Prosecuting Attorney, Lawrence H. Haskell, timely terminated the agreement on or about September 29, 2020, to end this agreement effective December 31, 2020, and such has occurred and the parties desire entry of this Resolution and Agreement for auditing purposes and contemplate the City of Spokane will act similarly.

**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 authorized to execute that agreement termed "RELICENSING PROJECT INTERLOCAL AGREEMENT (January 1, 2020 – December 31, 2020)" wherein Spokane County, City of Spokane, and Spokane County Prosecuting Attorney were cooperatively participating in the Relicensing Project for the time frame January 1, 2020 through December 31, 2020, which project enhanced the collection of traffic fine revenues and reduced the impact of the charge of Driving While License Suspended in the 3<sup>rd</sup> Degree in the criminal justice system.

PASSED AND ADOPTED this 27<sup>th</sup> day of April, 2021.BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON  
JOSH KERNS, CHAIR  
MARY L. KUNEY, VICE-CHAIR  
AL FRENCH, COMMISSIONER

ATTEST:

  
Ginna Vasquez, Clerk of the Board

City Clerk's No.

Resolution No.: 21-0301



**Spokane County**  
WASHINGTON

**City of Spokane & Spokane County**

**RELICENSING PROJECT  
INTERLOCAL AGREEMENT**

DATE: *January 1, 2020 - December 31, 2020*

**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 have cooperatively participated in the Relicensing Project ("RP").

**SECTION NO. 2: TERM.**

This Agreement shall begin on January 1, 2020 and continue until December 31, 2020. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES. Spokane County and Prosecutor has terminated such agreement on September 29, 2020, and the current Agreement runs through December 31, 2020.

**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 has 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 in 2020 advance and has advanced 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 Legal Office Assistant 2 through June 30, 2020 and the PROSECUTOR'S Paralegal II through November 25, 2020. After that the COUNTY shall pay for another position, an Accounting Tech 2 and a Legal Office Assistant 2 part-time, to the remainder of 2020. See included agreed upon schedule:
  - January 2020 - LOA2 (100%) & Paralegal II (100%)
  - February 2020 - LOA2 (100%) & Paralegal II (100%)
  - March 2020 - LOA2 (100%) & Paralegal II (100%)
  - April 2020 - LOA2 (100%) & Paralegal II (100%)
  - May 2020 - LOA2 (100%) & Paralegal II (100%)
  - June 2020 - LOA2 (100%) & Paralegal II (100%)
  - July 2020 - LOA2 (50%); AT2 (50%) & Paralegal II (100%)
  - August 2020 - Paralegal (100%)
  - September 2020 - LOA2 (50%) & Paralegal II (100%)
  - October 2020 - LOA2 (50%) & Paralegal II (100%)
  - November 2020 - LOA2 (50%) & Paralegal II (100% 11/1-11/25/2020)
  - December 2020 - LOA2 (100%)

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

C. Office Space.

1. The RP will be and has been 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.
10. These CITY, COUNTY and PROSECUTOR contributions shall only be through December 31, 2020.

#### **SECTION NO. 4: FINANCING**

##### **A. Budgeting:**

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate and have participated as required in the Agreement through December 31, 2020. The COUNTY and the PROSECUTOR have given timely and appropriate notice to the CITY and has ended this Agreement as of December 31, 2020. Again, the Parties recognize that the PROSECUTOR and the COUNTY have timely notified CITY that they will no longer be a part of this joint program as of December 31, 2020. The Parties acknowledge this document is being approved in 2021 simply to memorialize what has occurred in 2020.

##### **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 2020, 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 2020 showing that the CITY advances approximately forty-five percent (45%) of budgeted costs of RP and the COUNTY advances fifty-five percent (55%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein. The PARTIES acknowledge attached Schedule "A" is the project expense for the year 2020
3. In January 2020, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2020 through December 31, 2020 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, 2020 through December 31, 2020 contribution. The PARTIES acknowledge this has taken place.

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, 2020 through December 31, 2020. The proceeds from the administrative fee collected during October, November and December of 2020 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2020 through December 31, 2020 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 Court 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 or COUNTY or PROSECUTOR, 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 website 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.
- M. Completion: The PARTIES acknowledge the PARTIES completed this Agreement on December 31, 2020.

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 27<sup>th</sup> day of April, 2021.



ATTEST:

Ginna Vasquez  
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Josh Kerns  
JOSH KERNS, Chair

Mary L. Kuney  
MARY L. KUNEY, Vice-Chair

Al French  
AL FRENCH, Commissioner

PROSECUTOR:

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

Dated: 4/21/21

Dated: 6/24/2021

CITY OF SPOKANE

By: DocuSigned by:  
*Yalene Stoduard*  
39651E7EC71D4A0...

Title: Mayor

Attest:

Approved as to form:

DocuSigned by:  
*Lisa M. Stoduard*  
CC674F84-8BB2-4171-B9EB-DA6EF2B36DDD  
City Clerk

DocuSigned by:  
*Mike Piccolo*  
0E80BB1D88FE4BA...  
Assistant City Attorney

DS



21 - 0301 -

**SCHEDULE "A"****2020 Community Relicensing Project Expense**

	<b>Expense</b>	<b>Actual City Contribution</b>	<b>Actual County Contribution</b>
<b>City Prosecuting Attorney</b>			
Personnel Expenses			
Asst Prosecutor - Salary	77,603.58	77,603.58	
Asst Prosecutor - Benefits	31,773.88	31,773.88	
City Non-personnel Expenses			
Registration and Travel	217.81	1,306.88	
Equipment			
Publications and Supplies	2,541.57	2,541.57	
Office Space	5,567.30	5,567.30	
<b>Total City Prosecutor Expenses</b>	<b>118,793.21</b>	<b>118,793.21</b>	
<b>County Prosecutor</b>			
Personnel Expenses			
AT2	1,319.69		1,319.69
LOA2 - Salary	28,901.16		28,901.16
Paralegal - Salary	48,317.86		48,317.86
Payroll - Benefits	40,967.16		40,967.16
County Copier			
Lease	810.22		810.22
Copy use	26.27		26.27
<b>Total County Prosecutor Expenses</b>	<b>119,022.67</b>		<b>119,022.67</b>
<b>Total Funding</b>	<b>237,815.88</b>	<b>118,793.21</b>	<b>119,022.67</b>
%	100.00%	49.95%	50.05%