

RECEIVED

November 26, 2007

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AgSht01-18-2006



AGENDA SHEET FOR COUNCIL MEETING OF: December 19, 2007

Submitting Dept.
Police

Contact Person/Phone No.
Joette Wentworth/625-4072

Council Sponsor
Joe Shogan

CITY CLERK'S OFFICE
SPOKANE, WA

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 2007-0908

2007-0765

CR 8082

STANDING COMMITTEES

(Date of Notification)

- Finance
- Neighborhoods
- Planning/Community & Econ Dev
- Public Safety 09/17/07
- Public Works

Neighborhood/Commission/Committee Notified:
Action Taken:

AGENDA WORDING:

(If contract, include the term.)

Agreement between the CITY OF SPOKANE POLICE DEPARTMENT and SPOKANE COUNTY PROSECUTING ATTORNEY to fund one Criminal History Specialist from October 1, 2007 to September 30, 2010. The City shall contribute \$63,090.00.

(U.S. Dept of Justice grant funding)

BACKGROUND:

(Attach additional sheet if necessary)

The Police Department has been awarded grant funding from the Department of Justice for the 2007 Byrne Justice Assistant Grant (JAG). The Spokane County Prosecuting Attorney position will be paid with grant funds.

RECOMMENDATION: Approval

Fiscal Impact:	<input type="checkbox"/> N/A	Budget Account:	<input type="checkbox"/> N/A
<input type="checkbox"/> Expenditure:	\$ 63,090.00	#	1530-95510-21100-54201
<input type="checkbox"/> Revenue:	\$	#	
<input type="checkbox"/> Budget Neutral			

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

SIGNATURES:

Department Head

Legal

Division Director

Administrative Services Director

Finance

Council President

DISTRIBUTION: Budget Control
Finance

Police - Joette
jwentworth@spokanepolice.org

Spokane County Commissioners
Daniela Erickson
1116 W. Broadway Avenue
Spokane, WA 99260-0100

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:
November 26, 2007

CITY CLERK

Return to:

City Clerk
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

City Clerk's No. OPR 2007-0908

INTERLOCAL AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, having offices at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "City," and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices at 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as the "Prosecutor," and jointly hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, pursuant to RCW 36.27.040, the Prosecutor may appoint deputies to have specific authority to act on his behalf; and

WHEREAS, pursuant to RCW 36.27.020, the Prosecutor is the legal advisor to the Spokane County Board of Commissioners, appears for and represents the County in all civil litigation, and prosecutes all criminal actions in which the State or County may be a party; and

WHEREAS, the City has received a Byrne Justice Assistant Grant (2007-dj-bx-0929); and

WHEREAS, it would be beneficial to the Parties to ^{oc} ~~have~~ retain the services of a Criminal History Specialist; --- NOW, THEREFORE,

The Parties agree as follows:

1. PURPOSE. The purpose of this agreement is to set forth the conditions under which the City will fund a portion of the cost of a Criminal History Specialist.

2. SCOPE OF EMPLOYMENT. The Criminal History Specialist shall research and document the criminal history of defendants. The Criminal History Specialist shall report to the Prosecutor or team leader, who shall direct his/her day-to-day activities.

3. TERM. This agreement shall begin October 1, 2006 and run through September 30, 2010, or the funds as set forth in Paragraph 4 - *FUNDING* are expended, whichever comes first. Either party may terminate this agreement at any time for cause after a reasonable time to cure the breach of contract upon thirty (30) days written notice to the other party.

4. FUNDING. The City shall contribute a maximum of SIXTY-THREE THOUSAND NINETY AND NO/100 DOLLARS (\$63,090.00), toward the costs of the Criminal History Specialist, to include salary and fringe benefits. The City shall make quarterly payments to the Prosecutor for the cost of the Criminal History Specialist.

5. MODIFICATION. No modification or amendment of this agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present agreement.

6. 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.

7. INDEPENDENT CONTRACTOR. In the performance of the agreement, the Prosecutor is an independent contractor and not the agent or employee of the City. The Prosecutor has sole control over the manner and means of performing the required services. The City is interested only in the obtained results. The Prosecutor, its officers, employees and agents are not entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. This section shall in no way preclude the attorney hired from receiving appropriate Spokane County benefits.

8. LIABILITY. The Prosecutor 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 conduct of the Prosecutor, its officers, employees and agents in connection with the agreement, except to the extent of the negligence of the City, its officers, employees and agents. The Prosecutor shall be responsible for all defense expenses, including attorneys' fees, incurred by the City, whether or not litigation is instituted.

9. VENUE. This agreement shall be construed as having been made under the laws of the State of Washington that shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this agreement or any of its provisions shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

10. ALL WRITINGS CONTAINED HEREIN. This agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the matter of this agreement shall be deemed to exist or to bind the Parties.

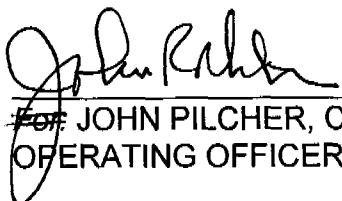
11. HEADINGS. The section headings in this agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the sections to which they pertain.

Dated: 11/27/07

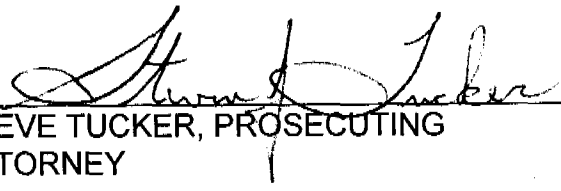
Dated: 10/29/07

CITY OF SPOKANE

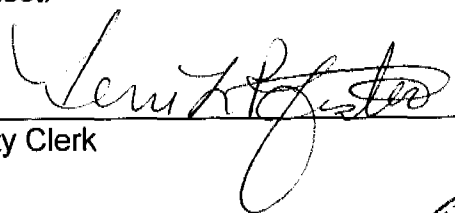
SPOKANE COUNTY PROSECUTING ATTORNEY



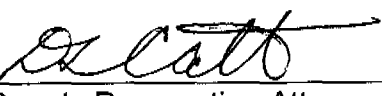
JOHN PILCHER, CHIEF OPERATING OFFICER




STEVE TUCKER, PROSECUTING ATTORNEY

Attest:


City Clerk

Approved as to form:
By: 

Deputy Prosecuting Attorney

Approved as to form:


Assistant City Attorney

