

04/23/08

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APR 23 2008

AgSht12.14.2007

SPOKANE

AGENDA SHEET FOR COUNCIL MEETING OF: May 5, 2008

CITY CLERK'S OFFICE
SPOKANE



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

APR 2008 - 0442
OPR 2007-0132

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 Spokane Regional Domestic Violence Team for 2008.

BACKGROUND:

(Attach additional sheet if necessary)

The regional domestic violence team was financed for many years with federal funding. Since 2007, the County and City have shared expenses to maintain the program. Under the agreement, the County will reimburse the City for office space rent, copier, telephone, shredder and office supplies.

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: \$111,141.91	# 0680 - 19000 - 99999 - 33821
<input type="checkbox"/> Budget Neutral	

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

SIGNATURES:

Department Head

Division Director

Finance

Legal

Chief of Staff for Mayor

Council President

DISTRIBUTION: Spokane County Accounting

Spokane County Prosecutor

City Prosecutor

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:
May 5, 2008

CITY CLERK

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

8 0537

**2008 SPOKANE REGIONAL DOMESTIC VIOLENCE TEAM
INTERLOCAL AGREEMENT**
(January 1, 2008 – December 31, 2008)

THIS AGREEMENT, made and entered into by and between SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as "COUNTY," the Spokane County Prosecuting Attorney having offices for the transaction of business at 1100 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "PROSECUTOR", and the CITY OF SPOKANE, a municipal corporation in the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY," jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the 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 39.34.030, the Board of County Commissioners and Spokane County Prosecuting Attorney may enter into an Agreement with the City of Spokane to cooperatively provide a regional domestic violence court and team for the citizens of Spokane County; and

WHEREAS, the County of Spokane/Prosecutor and the City of Spokane jointly established a regional domestic violence court and team (hereinafter "Program") funded under a U.S. Department of Justice grant and that grant ended December 31, 2006; and the PARTIES desire to continue the Program;

NOW THEREFORE for and in consideration of the mutual promises set forth hereinafter, the Parties hereto agrees as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the responsibilities of the PARTIES relative to the Program for the year 2008.

SECTION NO. 2: DURATION

This Agreement shall be effective at 12:00 A.M. on January 1, 2008, and run through 11:59 P.M. December 31, 2008, unless terminated earlier.

SECTION NO. 3: REGIONAL PROGRAM

- A. The PARTIES wish to continue the Program for 2008 and to share the costs that were formerly supported by federal grant funding. The program shall be continued as set forth in the memorandum of understanding dated March 2000.
- B. Responsibilities of the CITY: The CITY shall provide the following:
- 1) contract with the YWCA for program advocates;
 - 2) two (2) secretarial persons for the Program;
 - 3) contract with the Monroe Court Limited Partnership for space in the Monroe Court building;
 - 4) contract for lease of a photocopier;
 - 5) contract for paper shredding services;
 - 6) telephone system including maintenance for both CITY and COUNTY employees;
 - 7) computer software and software maintenance for CITY employees;
 - 8) office supplies and equipment for both CITY and COUNTY employees;
 - 9) office furniture for CITY employees;
 - 10) computer hardware and hardware maintenance services for CITY employees;
 - 11) three (3) prosecutors for the Program;
 - 12) judicial personnel via separate interlocal agreement;
 - 13) courtroom space via separate interlocal agreement

C. Responsibilities of the COUNTY or PROSECUTOR: The COUNTY / PROSECUTOR shall provide the following:

- 1) one (1) receptionist for the Program;
- 2) legal interns,
- 3) one (1) prosecutor for the Program,
- 4) computer hardware and hardware maintenance for COUNTY employees and the YWCA,
- 5) computer software and software maintenance for COUNTY employees and the YWCA;
- 6) office furniture for COUNTY employees,
- 7) judicial personnel, and
- 8) courtroom space.

SECTION NO. 4: ALLOCATION OF COSTS / PAYMENT

A. The CITY shall be responsible for the expenses of all items listed in Section No. 3B above.

B. The COUNTY shall reimburse the CITY for the following expenses:

- | | | |
|----|--------------|---------------------------------------|
| 1) | \$ 77,730.12 | 100% of building rent; |
| 2) | \$ 9,594.36 | 100% of photocopier expenses; |
| 3) | \$ 16,617.43 | 100% of telephone expenses |
| 4) | \$ 1,200.00 | 100% of shredder expenses |
| 5) | \$ 6,000.00 | 100% of office supplies and equipment |

\$ 111,141.91

C. The CITY shall invoice the COUNTY through the PROSECUTOR on a quarterly basis for reimbursement of actual expenses listed in subsection B above. Payment by the COUNTY will be due thirty (30) days after receipt of the CITY'S invoice. At the sole option of the CITY, a penalty may be assessed on any late payment by the COUNTY based on lost interest earnings had the payment been timely paid and invested in the City of Spokane Treasurer's Investment Pool.

SECTION NO. 5: TERMINATION

This Agreement may only be terminated by mutual agreement of the PARTIES.

SECTION NO. 6: NOTICES

All notices shall be in writing and served either personally or by certified mail, return receipt requested, to the following persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

COUNTY: Chief Executive Officer
1116 West Broadway Avenue
Spokane, Washington 99260

Spokane County Prosecuting Attorney
1100 West Mallon Avenue
Spokane, Washington 99260

CITY: Mayor
5th Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

City of Spokane Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

SECTION NO. 7: PERSONAL / REAL PROPERTY

Any personal or real property to be acquired by either Party under the terms of this Agreement shall remain the property of the acquiring Party.

SECTION NO. 8: SEVERABILITY

It is understood and agreed among the PARTIES that 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 provisions 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.

SECTION NO. 9: 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.

SECTION NO. 10: LIABILITY

All references to the COUNTY within this Section shall also include the PROSECUTOR.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

The COUNTY shall indemnify, defend and hold harmless the CITY and its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY or its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

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

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

SECTION NO. 11: RELATIONSHIP OF THE PARTIES

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

SECTION NO. 12: HEADINGS

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

SECTION NO. 13: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 14 AUDIT / RECORDS

The PARTIES shall maintain for a minimum of three (3) years following final payment all records related to their performance of the Agreement. The COUNTY shall provide access to authorized CITY representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. The CITY shall provide access to authorized COUNTY representatives, including the County Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 15: RCW 39.34 REQUIRED CLAUSES

A. PURPOSE

See Section No. 1 above.

B. DURATION

See Section No. 2 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

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

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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 will place the Agreement on its WEB site.

F. FINANCING.

Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. TERMINATION.

See Section No. 5 above.

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

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

DATED: June 3rd 2008 
BONNIE MAGER, Chair

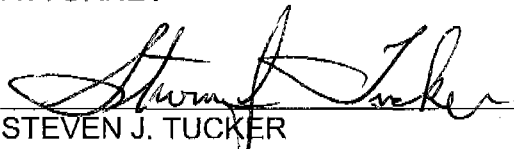
ATTEST:  
MARK RICHARD, Vice Chair


Daniela Erickson
Clerk of the Board


TODD MIELKE, Commissioner

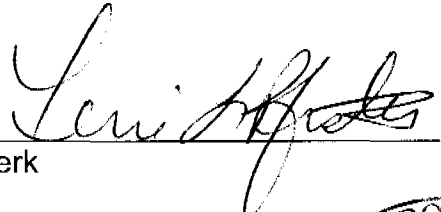
DATED: 6-27-08


SPOKANE COUNTY PROSECUTING
ATTORNEY


STEVEN J. TUCKER

DATED: May 9, 2008 CITY OF SPOKANE:

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

Attest: 
City Clerk

Approved as to form: 
Assistant City Attorney

