

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN)
INTERLOCAL AGREEMENT AMONG THE CITY)
OF LIBERTY LAKE, SPOKANE COUNTY, AND)
THE SPOKANE COUNTY SHERIFF REGARDING)
PARTICIPATION IN THE TRAFFIC SCHOOL)
OPERATED BY THE SPOKANE COUNTY SHERIFF)

RESOLUTION

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

WHEREAS, pursuant to the provisions of RCW 36.28.010, the Spokane County Sheriff is the Chief Executive Officer and conservator of the peace of Spokane County; and

WHEREAS, chapter 39.34 RCW ("Interlocal Cooperation Act") authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

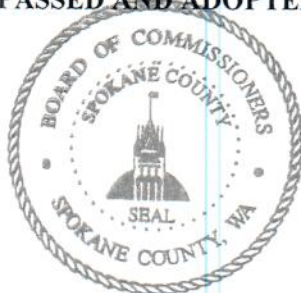
WHEREAS, pursuant to Resolution No. 07-1000, the Board of County Commissioners of Spokane County established a traffic school for the unincorporated area of Spokane County, which school is operated by the Spokane County Sheriff; and

WHEREAS, pursuant to Resolution No. 12-0433, the Board of County Commissioners of Spokane County approved the City of Liberty Lake's participation in the Sheriff's Traffic School through December 31, 2017; and

WHEREAS, the City of Liberty Lake desires to continue its participation in the Sheriff's Traffic School.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, that the Chair of the Board, majority of the Board, the Sheriff, or the Sheriff's designee, be and is hereby authorized to execute that document titled "INTERLOCAL AGREEMENT AMONG THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, AND THE SPOKANE COUNTY SHERIFF FOR PARTICIPATION IN TRAFFIC SCHOOL", attached hereto and incorporated herein, pursuant to which, under certain terms and conditions, the City of Liberty Lake will participate in the Sheriff's Traffic School.


PASSED AND ADOPTED this 12th day of December, 2017.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


AL FRENCH, Chair

ATTEST:


Ginna Vasquez
Clerk of the Board


JOSH KERNS, Vice-Chair


MARY KUNEY, Commissioner

INTERLOCAL AGREEMENT AMONG THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, AND THE SPOKANE COUNTY SHERIFF FOR PARTICIPATION IN TRAFFIC SCHOOL

THIS AGREEMENT entered into among 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 SHERIFF, having offices for the transaction of business at 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as “**SHERIFF**”, and the CITY OF LIBERTY LAKE, a municipal corporation of the State of Washington, having offices for the transaction of business at 22710 East Country Vista Drive, Liberty Lake, Washington 99019 Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “**CITY**”, jointly hereinafter 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 Spokane County Board of County Commissioners (“Board”) has the care of County property and the management of County funds and business; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, RCW 46.83.010 authorizes cities to establish a traffic school subject to agreement with their appropriate county.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, and the above recitals which are incorporated herein by reference, the **PARTIES** do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the **PARTIES**’ understanding of the terms and conditions under which the **CITY** will participate in the traffic school currently being operated by the **SHERIFF**.

SECTION NO. 2: DURATION / TERMINATION

This Agreement shall commence January 1, 2018, and run through December 31, 2018. Thereafter, this Agreement shall automatically renew up to five (5) one-year (1-year) terms, ending December 31, 2023, unless terminated as set forth below.

Any Party for any reason what so ever may terminate this Agreement upon 90 days written notice of termination to the other **PARTIES**. In the event of termination, the **SHERIFF** shall continue to provide traffic school services to those **CITY** participants participating in the traffic school prior to the effective date of termination.

SECTION NO. 3: TRAFFIC SCHOOL

- A. The SHERIFF currently operates a traffic school for the benefit of Spokane County residents who receive certain traffic infractions in unincorporated areas of the County. The CITY would like to participate in the SHERIFF'S traffic school pursuant to chapters 39.34 and 46.83 RCW.
- B. The purpose of the traffic school is to instruct, educate, and inform all persons appearing for training in the proper, lawful, and safe operation of motor vehicles, including but not limited to rules of the road and the limitations of persons, vehicles, and bicycles and roads, streets, and highways under varying conditions and circumstances.
- C. The SHERIFF shall charge a fee as authorized by law to traffic school participants. The amount of the fee shall not exceed the base penalty for an unscheduled traffic infraction as established and periodically amended by the Washington State Supreme Court pursuant to RCW 46.63.110, plus any assessments and other costs that are required by statute or rule to be added to the base penalty. Fees collected in excess of the costs of the traffic school may be used as authorized by law pursuant to RCW 46.83.070. The fee is intended to cover all direct costs of the traffic school.
- D. The traffic school shall be held at the Spokane County Sheriff's Office Training Center located at 6011 North Chase Road, Newman Lake, WA, 99025 or at such other location as the SHERIFF may hereinafter determine. The training shall be entirely classroom (lecture, discussion and video presentation) and will be approximately six hours in length or as may be determined by the SHERIFF.
- E. It is anticipated that the Costs for operating the traffic school will be entirely funded by participant fees. For the purpose of this provision, the terminology Costs shall mean the annual expenditures for the traffic school prepared by the SHERIFF and agreed to by the COUNTY. All PARTIES understand that if the total amount of participant fees exceeds the Cost for operating the traffic school in any calendar year that the surplus money in that calendar year can be used by the SHERIFF for any purpose authorized by law. No Costs for the school shall be charged to the CITY.
- F. Eligible individuals (as determined by the SHERIFF) receiving traffic infraction citations within the city limits of the CITY, shall be given the option of participating in the Traffic School. Satisfactory completion of the class will result in the dismissal of the citation. Additionally, the Spokane County District Court handling a traffic infraction case within the limits of the CITY, shall have the legal ability as provided for in RCW 46.83.050, as part of any sentence imposed following a conviction for any traffic law violation, or as a condition on the suspension of sentence or deferral of any imposition of sentence, to order any person so convicted to attend the traffic school for a number of days to be determined by the court, but not to exceed the maximum number of days which the violator could be required to serve in the city or county jail as a result of his or her conviction.

SECTION NO. 4: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

CITY: City Clerk
City of Liberty Lake
22710 East Country Vista Drive
Liberty Lake, Washington 99019

Copy: Chief of Police
City of Liberty Lake
22710 East Country Vista Drive
Liberty Lake, Washington 99019

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260-0100

Copy: Sheriff
Spokane County
1100 West Mallon Avenue
Spokane, Washington 99260-0300

SECTION NO. 5: ASSIGNMENT

This Agreement shall be binding upon the PARTIES, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

SECTION NO. 6: LIABILITY

For purposes of this section, the term COUNTY shall include the Spokane County Sheriff.

The COUNTY shall indemnify, defend and hold harmless the CITY, 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, its officers and employees.

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.

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. 7: INSURANCE

During the term of the Agreement, the COUNTY shall maintain in force at its own expense, each insurance noted below:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of not less than \$1,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without at least 30 days written notice from the COUNTY or its insurer(s) to the CITY.

SECTION NO. 8: ANTI-KICKBACK

No officer or employee of the COUNTY, 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. 9: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 10: 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.

SECTION NO. 11: 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 in violation of federal, state or local law.

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. ENTIRE AGREEMENT: 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 the change or addition is in writing, executed by the PARTIES.
- C. MODIFICATION: No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

- D. 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.
- E. 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.
- 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 the statutory provision.
- G. 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 COUNTY shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, 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. For the purpose of this paragraph, the terminology "COUNTY" shall also include "SHERIFF".

SECTION NO. 13: RCW 39.34 REQUIRED CLAUSES

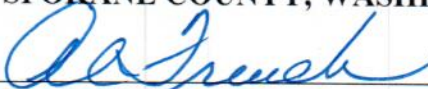
- A. PURPOSE: See Section No. 1 above.
- B. DURATION: See Section No. 2 above.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See provisions above.
- E. AGREEMENT TO BE FILED: The CITY shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. 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: 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.

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


DATED: 12.12.17

**BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON**



Al French, Chair

ATTEST:



Ginna Vasquez
Clerk of the Board
17-1059



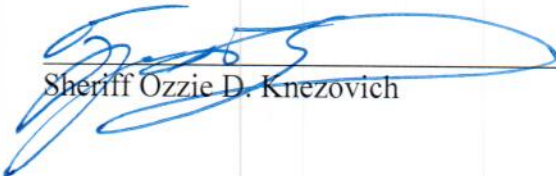
Josh Kerns, Vice-Chair



Mary Kuney, Commissioner

DATED: 12/11/17

SPOKANE COUNTY SHERIFF




Sheriff Ozzie D. Knezovich

Approved as to form:

Deputy Prosecuting Attorney

DATED: 12.6.17

CITY OF LIBERTY LAKE



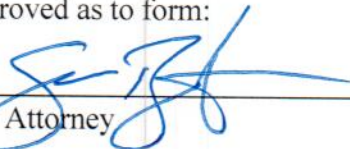
Mayor

ATTEST:



City Clerk

Approved as to form:



City Attorney