

September 22, 1994
416F2 CVG

Introduced By:

BRUCE LAING
BRIAN DERDOWSKI

Proposed No.:

94 - 614

MOTION NO. 9405

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A MOTION authorizing the county executive to enter into an interlocal agreement with the city of Newport Hills for public defense services.

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WHEREAS, the city of Newport Hills will incorporate on September 30, 1994, and

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WHEREAS, the city desires to secure public defense services from the county for their residents, and

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WHEREAS, the county is able and willing to provide the requested municipal service;

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NOW, THEREFORE BE IT MOVED by the Council of King County:

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The county executive is authorized to execute an interlocal agreement, substantially in the form attached, with the city of Newport Hills for public defense services.

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PASSED by a vote of 13 to 0 this 17th day of October, 1994.

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KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

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Kent Pullen
Chair

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ATTEST:

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Gerald A. Peterson
Clerk of the Council

Attachments: Interlocal Agreement

THIS AGREEMENT made and entered into this _____ day of _____, 19____, by and between KING COUNTY, a municipal corporation and legal subdivision of the State of Washington (the "County") and NEWPORT HILLS, a municipal corporation of the State of Washington (the "City"); the two parties agree as follows:

I. RECITATIONS

WHEREAS, the City has a need to obtain appointed counsel for qualified individuals charged with criminal offenses under City ordinances that are punishable by imprisonment, and

WHEREAS, the County, through its Office of Public Defense, has an established program for providing legal defense services to indigents by contract with non-profit defender associations and individual attorneys, and

WHEREAS, the County, through its Office of Public Defense, has an established method of determining eligibility and assigning qualifying cases to attorneys or non-profit defender associations.

II. SCOPE OF SERVICES

The County's Office of Public Defense will provide the City with the following services:

1. The County will interview persons who request legal representation at public expense and who are charged with criminal offenses under City ordinances punishable by imprisonment, to determine whether such persons are financially unable to obtain adequate representation without substantial hardship to themselves or their families.

2. The County will obtain and assign legal counsel for such persons who are determined by the County to be eligible for legal representation at public expense.

3. The County shall obtain promissory notes or partial payment from such persons who are determined eligible by the County for legal representation, but who are able to pay some or all of the County's cost of providing this representation.

4. The County will contract with defender associations to provide eligible defendants with legal representation, and will maintain a list of qualified private attorneys who will also provide such representation when a contract defender association is unable to do so because of a conflict of interest.

5. The County will inform persons subject to Recoupment Orders entered by a judge of the City Municipal Court, upon its submission to the County, of their obligation pursuant to such order and will seek and process such payments from such persons of the amount shown in the Recoupment Order and submit the same to the City.

III. COMPENSATION AND METHOD OF PAYMENT

1. The City shall pay to the County the sum of \$221.96 for each case assigned to a contract defender association by the Office of Public Defense.
2. The City shall pay to the County the sum of \$887.84 for each appeal to the King County Superior Court assigned to a defender association by the Office of Public Defense.
3. The City shall pay to the County the costs incurred by the County if a private attorney is appointed to handle a case by the Office of Public Defense. Such payment will be at \$30.00 an hour plus expenses incurred by the attorney and submitted to the Office of Public Defense for approval of payment on Office of Public Defense forms. The City shall also pay to the County the sum of \$0.00 for the screening, assigning and payment of each such case.
4. If it is necessary to have a private attorney appointed to handle an appeal to the Superior Court, the payment to the County by the City for such representation shall be the total sum of a negotiated price between the Office of Public Defense and the attorney.
5. Said payment shall be based on a certification to the City, by the Administrator of the Office of Public Defense on the tenth day of each month, of the number of cases assigned by the Office of Public Defense during the preceding month.
6. Said certification and invoice shall include a credit to the City of any monies received by the Office of Public Defense from promissory notes taken by it or from recoupment orders submitted to it for collection by the City.
7. The City shall pay to the County indirect costs incurred during delivery of this Contract. The 1994 calendar year indirect cost rate is 5.0 percent to be applied to all costs incurred by the County as specified in §III (1) and (2) above.

IV. TERM

The term of this Agreement shall be from January 1, 19__ through December 31, 19__ unless terminated earlier by mutual written agreement of the parties hereto.

V. MODIFICATIONS

The terms of this Agreement may be modified at any time by mutual consent of the parties, which consent shall be reduced to writing and made an amendment to this Agreement.

VI. HOLD HARMLESS AND INDEMNIFICATION

1. The City shall protect, defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or

omissions of the City, its officers, employees or agents. The City agrees that its obligations under this subparagraph to indemnify and hold harmless the County and its officers, agents or employees extends to any claim, demand or cause of action brought by or on behalf of any employee of the City, against the County, its officers, agents or employees, and includes any judgment, award, and cost arising therefrom including attorneys fees.

2. The County shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the County, its officers, employees or agents. The County agrees that its obligations under this subparagraph to indemnify and hold harmless the City and its officers, agents and employees extends to any claim, demand or cause of action brought by or on behalf of any employee of the County, against the City, its officers, agents or employees, and includes any judgment, award, and cost arising therefrom including attorneys fees.

VII. ENTIRE CONTRACT WAIVER OF DEFAULT

This Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of other or subsequent breach and shall not be construed to be a modification of the parties, which shall be attached to the original Agreement as an amendment.

COUNTY:

CITY:

GARY LOCKE
King County Executive

Mayor

Date

Date

ATTEST:

Director
Department of Human Services

Approved as to Form:
NORM MALENG
King County Prosecuting Attorney

Deputy Prosecuting Attorney for

City Attorney