

January 4, 1991  
hdm:L&Jsubstord.

Introduced by: PULLEN

Proposed No.: 91-54

**9780**

ORDINANCE NO. 9780

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AN ORDINANCE making a supplemental appropriation of \$15,376 to the office of the prosecuting attorney from criminal justice revenues to provide a matching amount for the High Impact Offender Project grant, and amending Ordinance No. 9720, Section 28, as amended.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. Thee is hereby approved and adopted an

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appropriation of \$15,376 to the office of the prosecuting

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attorney from criminal justice revenues, to provide a matching

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amount for the High Impact Offender Project Grant.

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SECTION 2. Ordinance No. 9720, Section 28, as amended, is

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hereby amended by adding thereto and inserting therein the

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following:

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PROSECUTING ATTORNEY - From the Current Expense Fund there

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is hereby appropriated to:

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Prosecuting Attorney

\$15,376

1 Provided that: The Seattle City Attorney's Office submits  
2 a program evaluation to the King County Council at the end of  
3 the grant period. This evaluation will include an accounting  
4 of the amount of county prosecutions deferred to the program  
5 and a measurement of program effectiveness. The measurement  
6 of program effectiveness shall include a comparison of the  
7 lengths of sentences offenders prosecuted under the program  
8 with the lengths of sentences of similar offenders not  
9 prosecuted under the program.

10 INTRODUCED AND READ for the first time this 7<sup>th</sup> day  
11 of January, 1991.

12 PASSED this 14<sup>th</sup> day of January, 1991.

13 KING COUNTY COUNCIL  
14 KING COUNTY, WASHINGTON

15 Lois North  
16 Chair

17 ATTEST:

18 Quodd A. Peterson  
19 Clerk of the Council

20 APPROVED this 24<sup>th</sup> day of January, 1991

21 Jim Hill  
22 King County Executive

AN INTERLOCAL AGREEMENT AMONG KING COUNTY  
AND THE CITY OF SEATTLE REGARDING THE  
PROSECUTION OF HIGH-IMPACT  
MISDEMEANOR OFFENDERS.

THIS IS AN INTERLOCAL AGREEMENT among King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and The City of Seattle, a municipal corporation of the State of Washington, hereinafter referred to as the "City" and their respective Prosecutors and Police Departments.

WHEREAS, King County and The City of Seattle firmly believe in encouraging cooperative ventures when those efforts may improve the quality of service to citizens, and;

WHEREAS, criminal activity, particularly drug-related crimes, increasingly threatens the public safety and welfare of many neighborhoods throughout King County and Seattle; and

WHEREAS, habitual offenders involved in drug-related activity commit a disproportionate number of crimes, including misdemeanors, and;

WHEREAS, there is a need for a comprehensive coordinated effort to effectively prosecute these offenders whenever possible, including for misdemeanors committed either in the City or the County, and;

WHEREAS, effective misdemeanor prosecution of habitual offenders will have a significant impact by holding them

appropriately accountable for their crimes and by increasing the public's safety and welfare, and;

WHEREAS, the City in cooperation with the County was awarded a Federal Narcotics Control Board grant to facilitate such an effort;

NOW THEREFORE, pursuant to RCW 39.34, the County and City hereby agree;

1. That the City and County and their respective Prosecutors and Police Departments will cooperate in establishing and operating a joint project to effectively prosecute misdemeanors committed by habitual offenders involved in drug-related activity.

2. Services

(a) The City Attorney will provide two prosecutors, a legal assistant and a one-half time clerical support worker. The Seattle Police Department will provide a detective experienced in narcotics enforcement. These personnel will be compensated by the grant award and City and County matching funds pursuant to the formula set forth in Paragraph 3.

(b) The County Prosecuting Attorney will appoint the two City prosecutors as County special deputy prosecutors and empower them to prosecute criminal cases in the County's District Courts.

(c) In project cases the City prosecutors, detective and support staff will assist the County prosecutors by providing

case screening, witness contact assistance, coordination of follow-up investigation, legal research and trial briefing and pre-sentence reports. 9780

(d) Cases filed in Seattle Municipal or Seattle District Court and for which the underlying crime occurred within the venue of those courts, will be vertically prosecuted by the Project attorneys. Cases filed in other King County District Courts will be prosecuted by the King County Deputy Prosecutors normally assigned to those courts with assistance from the Project. Cases that are prosecuted in Seattle District Court upon a change of venue from where the crime occurred outside Seattle will be prosecuted by the King County Prosecutor.

(e) The County and City Police will cooperate with project staff in developing a list of eligible offenders and will provide follow-up investigation and reports including complete criminal histories in their respective project cases.

(f) Detailed procedures for case flow and management will be completed in a protocol to be prepared by representatives of the City Attorney and Police and the County Prosecutor and Police. This protocol shall be completed by January 10, 1991.

### 3. Compensation and Contributions

The grant award amount is \$140,000 and requires an additional minimum 25 percent in matching funds to be contributed by the grantee. Pursuant to the estimated distribution of cases arising from the City and the County, the City will provide

75 percent of the matching funds and the County will provide 25 percent thereof. In order to fund the project, it is agreed that the City will provide \$46,128.75 and the County \$15,376.25, such funds to be available not later than January 1, 1991. In the event that the grant is extended, the parties agree to review the ratio of their matching fund contributions in light of the actual distribution of cases at that time and to appropriately adjust the ratio, if necessary, for the purpose of calculating their next contribution of matching funds.

4. Duration

This Agreement is effective upon its being signed by all parties and shall remain in effect until the later of September 1, 1991 or any subsequent extension of the grant unless terminated earlier by ninety (90) days written notice by any of the parties.

5. Allocation of Assets and Liabilities

Upon the expiration of this Agreement and subject to the indemnification provisions of Paragraph Six, the assets (equipment, furniture, supplies, etc.) and liabilities, if any, of the project shall be divided to the extent practicable between the City and County according to their respective shares of the matching funds contributed at the commencement of the grant, 75 percent to the City and 25 percent to the County.

## 6. Indemnification

The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City, its officers, agents, and employees, or any of them, relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the County, its officers, agents, and employees, or any of them, relating to or arising out of the performance of this contract. In the event that the City retains the right to participate in said suit if any principle of

governmental or public law is involved; and if final judgment be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

7. Non-Discrimination

The County and the City certify that they are Equal Opportunity Employers and have developed and implemented Affirmative Action Programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor.

8. Audits and Inspections

The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the County or City during the term of this contract and three (3) years after termination.

9. Evaluation/Problem Solving

The parties agree to designate representatives to meet as needed to review performance and resolve problems that may arise under this agreement. The representatives shall meet on or about March 1, 1991 and on or about June 1, 1991 to review the services described in this Agreement, the applicable protocol described in 2(f) above and secure any adjustments necessary to the applicable services and protocol.

10. AMENDMENTS: This Agreement may be amended at any time by mutual agreement of the parties.



IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed.

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Mayor of Seattle

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King County Executive

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Seattle City Council President

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King County Council  
Chairperson

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Seattle City Attorney

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King County Prosecuting  
Attorney

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Chief of Police  
Seattle Department

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King County Sheriff

[Crime.Agr]