



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**June 5, 2001**

**Motion 11211**

**Proposed No. 2001-0242.1**

**Sponsors Nickels**

1                   A MOTION authorizing the prosecuting attorney to enter into  
2                   interlocal agreements with the cities of Burien, Covington,  
3                   Kenmore, Newcastle, North Bend, Sammamish and Shoreline  
4                   for the provision of prosecution services representing the cities  
5                   at the King County Jail and Regional Justice Center.

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                  WHEREAS, the cities of Burien, Covington, Kenmore, Newcastle, North Bend,  
Sammamish and Shoreline ("the cities") desire to secure representation by the King County  
prosecutor at the King County Jail and Regional Justice Center for certain court proceedings,  
and

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                  WHEREAS, the county and the cities are authorized to enter into this agreement  
pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, and

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                  WHEREAS, the prosecuting attorney is able and willing to represent, in accordance  
with this agreement, the cities at the King County Jail and Regional Justice Center for certain  
court proceedings;

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

**Motion 11211**

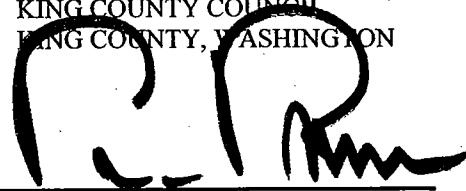
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18           The county executive is authorized to execute interlocal agreements, substantially in  
19           the form attached, with the cities of Burien, Covington, Kenmore, Newcastle, North Bend,  
20           Sammamish and Shoreline for the provision of prosecution services representing the cities at  
21           the King County Jail and Regional Justice Center.  
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Motion 11211 was introduced on 4/30/01 and passed by the Metropolitan King County Council on 6/4/01, by the following vote:

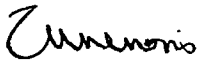
Yes: 13 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz,  
Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms.  
Hague, Mr. Thomas and Mr. Irons  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

**Attachments**     A. Interlocal Agreement between the Cities of Burien, Shoreline, Kenmore, Newcastle,  
North Bend, Sammamish, Covington, and King County

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF  
BURIEN, SHORELINE, KENMORE, NEWCASTLE, NORTH BEND, SAMMAMISH,  
COVINGTON, AND KING COUNTY

WHEREAS, the Cities of Burien, Shoreline, Kenmore, Newcastle, North Bend, Sammamish, and Covington ("Cities") are municipal corporations organized under the laws of the State of Washington; and,

WHEREAS, the King County Prosecutor ("Prosecutor") is the prosecuting authority for King County, a home rule charter county and political subdivision of the State of Washington; and,

WHEREAS, the Cities are represented by their City Attorneys at arraignments and other court proceedings at the King County Jail and Regional Justice Center for individuals who are in custody at the jail; and,

WHEREAS, the Prosecutor is willing to represent, pursuant to this Agreement, the Cities at the King County Jail and Regional Justice Center for certain court proceedings;

NOW, THEREFORE, in consideration for the mutual covenants and promises set forth in this Agreement, and in the exercise of authority granted by the Interlocal Cooperation Act, the Cities and King County hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide certain prosecution related services to the Cities utilizing Prosecutor personnel.

2. Responsibilities and Duties. The Prosecutor, through his designated deputy prosecutors, shall provide certain limited prosecution services for the Cities. The specific prosecution services are more particularly described in Exhibit "A" attached hereto which is incorporated herein by this reference.

3. Deputization of Prosecutor. The Prosecutor, and his designated deputy prosecutors, are authorized by each of the Cities to act as each Cities' attorney for the limited purposes set forth in Exhibit "A."

4. Compensation for Prosecution Services. As full and adequate compensation for the services provided under the provisions of this Agreement, the Cities, through each City's Attorney, Kenyon Dornay Marshall, PLLC, will pay Prosecutor in a manner as provided for in Exhibit "B" hereto. The Prosecutor will bill Kenyon Dornay Marshall, PLLC directly. In entering into this Agreement for prosecution services the parties have considered the anticipated costs for such services.

5. Indemnification.

(a) City Ordinances, Rules or Regulations. In executing this Agreement, Prosecutor does not assume liability or responsibility for or in any way release the Cities from any liability or responsibility which arises in whole or in part from the existence or effect of a Cities' ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action or administrative

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proceeding is commenced in which the enforceability and/or validity of any City's ordinances, rules or regulations is at issue, that City shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the Prosecutor, the City, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

(b) King County Held Harmless. The Cities shall defend, indemnify, and hold harmless King County and its officers, employees, and agents, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason arising out of the acts or omissions of the Cities, their officers, employees, and agents, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damages is brought against King County, its officers, employees, agents, or any of them, the particular City shall defend the same at its sole cost and expense; provided that King County, in its sole discretion, reserves the right to participate in said suit; and if final judgment be rendered against King County, and its officers, employees, agents, or any of them, or jointly against the County and the particular City and their respective officers, agents, and employees, or any of them, the particular City shall satisfy the same.

6. Actions Contesting Agreement. Each of the parties shall appear and defend any action or legal proceeding brought to determine or contest: (1) the validity of this Agreement and/or (2) the legal authority of the Cities and/or the Prosecutor to undertake the activities contemplated by this Agreement. If all the parties to this Agreement are not named as parties to the action, the party named shall give the other parties prompt notice of the action and provide the other parties an opportunity to intervene. Each party shall bear any costs and expenses taxed by the Court against it; any costs assessed by a Court against all parties jointly and severally shall be shared equally.

7. Independent Contractor. Prosecutor is an independent contractor with respect to the subject matter of this Agreement. Nothing in this Agreement shall make any employee of Prosecutor the Cities' employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights and privileges accorded Cities' employees by virtue of their employment.

8. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the address by written notice to the other party:

City of Burien  
Attn: Gary Long, City Manager  
415 SW 150<sup>th</sup> Street  
Burien, Washington 98166

City of Shoreline  
Attn: Ian Sievers, City Attorney  
17544 Midvale Avenue North  
Shoreline, Washington 98133

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City of Kenmore  
Attn: Stephen Anderson, City Manager  
6700 NE 181<sup>st</sup> Street  
P.O. Box 82607  
Kenmore, Washington 98028-0607

City of Newcastle  
Attn: Andrew Takata, City Manager  
13020 SE 72<sup>nd</sup> Place  
Newcastle, Washington 98059-3030

City of North Bend  
Attn: Phil Messina, City Administrator  
211 Main Avenue No.  
P.O. Box 896  
North Bend, Washington 98045

City of Sammamish  
Attn: Michael Wilson, City Manager  
704 228<sup>th</sup> Avenue NE  
PMB #491  
Sammamish, Washington 98053

City of Covington  
Attn: Pat Nevins, City Manager  
17210 SE 272<sup>nd</sup> Street  
Covington, Washington 98042

King County  
Attn: Norm Maleng, King County Prosecuting Attorney  
King County Courthouse  
516 Third Avenue  
Seattle, Washington 98104

9. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

10. Assignability. The rights, duties, and obligations of the parties to this Agreement may not be assigned to any third party without the prior written consent of the other parties.

11. Mediation / Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the parties agree and endeavor first to attempt to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association Rules. The mediator may be selected by

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agreement of the parties. All fees and expenses for mediation shall be borne by the parties equally. Each party shall, however, bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

12. Duration and Termination. The term of this Agreement shall be until December 31, 2001, and shall automatically renew for one year periods thereafter, provided, however, that any party may terminate its participation in this Agreement upon 90-days written notice to the other parties.

13. Ratification and Confirmation. All acts taken prior to the execution of this Agreement that are consistent with the intent and purpose of the same are hereby ratified and confirmed, including without limitation all prosecution services Prosecutor provides to the Cities prior to execution of this Agreement. The Cities shall have a corresponding obligation to make proper payment for such services ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

CITY OF BURIEN

By: \_\_\_\_\_  
Gary Long, City Manager  
Dated: \_\_\_\_\_

CITY OF SHORELINE

By: \_\_\_\_\_  
Robert Deis, City Manager  
Dated: \_\_\_\_\_

CITY OF KENMORE

By: \_\_\_\_\_  
Stephen Anderson, City Manager  
Dated: \_\_\_\_\_

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CITY OF NEWCASTLE

By: \_\_\_\_\_  
Andrew Takata, City Manager  
Dated: \_\_\_\_\_

CITY OF NORTH BEND

By: \_\_\_\_\_  
Phil Messina, City Administrator  
Dated: \_\_\_\_\_

CITY OF SAMMAMISH

By: \_\_\_\_\_  
Michael Wilson, City Manager  
Dated: \_\_\_\_\_

CITY OF COVINGTON

By: \_\_\_\_\_  
Pat Nevins, City Manager  
Dated: \_\_\_\_\_

KING COUNTY EXECUTIVE

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

KING COUNTY PROSECUTOR

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

## EXHIBIT A

1. The King County Prosecutor (hereinafter "Prosecutor") shall appear on behalf of the Cities of Shoreline, Kenmore, North Bend, Newcastle, Sammamish, Covington and Burien (hereinafter "Cities") at all of the Cities' preliminary, non-video appearance hearings for in-custody defendants arrested on misdemeanor warrants and/or new charges arising out of the Cities' jurisdictions, which are held at the King County Jail or the Regional Justice Center, and which are scheduled on a calendar where the Prosecutor is already obligated to appear on State cases. At these hearings the Prosecutor shall argue probable cause and bail.
2. At a preliminary appearance, the Prosecutor shall arraign a defendant who has been arrested for the commission of a misdemeanor occurring within any of the Cities listed in paragraph 1 above, provided that the appropriate City has provided a signed complaint to the Prosecutor prior to the preliminary hearing. The complaint shall either already be in the court file if the case was previously filed, or faxed to the courtroom if the case is a new violation. In the event of a new violation, the Prosecutor shall file the signed City's complaint with the court prior to arraignment. The Prosecutor shall then request that the defendant be transported for all subsequent hearings to the appropriate City's court.
3. If a defendant appears on a City's preliminary appearance calendar and has not yet been arraigned, and if the City has not provided a signed complaint to the Prosecutor prior to the preliminary hearing, the Prosecutor shall argue probable cause and bail. Additionally, the Prosecutor shall seek to have the case set to the next day's preliminary appearance jail calendar for arraignment. If a complaint is received by the next hearing, the Prosecutor shall arraign the defendant on the violation and ask that the defendant be transported for all subsequent hearings to the appropriate jurisdiction. If the defendant has been released by the next day's hearing, the Prosecutor's only additional involvement in the case shall be to ask the clerk to forward all documents relating to the case to the appropriate City's court.
4. If a defendant has been booked on a City's warrant for failing to appear for a post arraignment hearing, the Prosecutor shall argue bail and ask that the defendant be transported to the appropriate City's court for all subsequent hearings.
5. The Prosecutor agrees to participate in oral pleas at the preliminary appearance hearing if the judge requests the Prosecutor's participation, and if, pursuant to the Prosecutor's standards, an oral plea would be appropriate. The Prosecutor shall make a sentence recommendation based on the Prosecutor's standards. If the Prosecutor believes that an oral plea should not be taken due to the nature of the charge, it is within the Prosecutor's discretion to ask the court to transport the defendant to the appropriate City court for the plea.
6. In all cases where the defendant has been released prior to preliminary appearance, the Prosecutor's only involvement in the case shall be to ask the court clerk to forward all documents relating to the case to the appropriate City's court.



7. The Prosecutor shall not provide coverage for any video appearance calendars, nor shall the Prosecutor provide coverage on any in-custody calendar where Prosecutor is not already present for State matters. Except for the 24 hour holds described in paragraph 3 above, the Prosecutor shall not appear at any subsequent hearings on the Cities' cases after preliminary appearance has occurred.
8. The Prosecutor shall not make filing decisions on behalf of the Cities.

**EXHIBIT B**

The Prosecutor, through his designated deputy prosecutors, shall provide certain limited prosecution services for the Cities as detailed in Attachment A.

The reimbursement for these services will be provided by Kenyon Dornay Marshall, PLLC, currently acting as the City Attorney for each jurisdiction.

The current rate of reimbursement will be:

**\$1,250.00 per month**

Payment for the services detailed in Exhibit A will be due upon the receipt by Kenyon Dornay Marshall, PLLC of an invoice at the completion of each quarter.

The parties agree to confer on a rate adjustment prior to December 31, 2001, to be effective January 1, 2002.