



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 12, 2006

Ordinance 15658

Proposed No. 2006-0584.1

Sponsors Ferguson

1 AN ORDINANCE authorizing the county executive to
2 enter into an interlocal agreement with the city of Lake
3 Forest Park relating to the provision of prosecution services
4 for in-custody hearings.

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6
7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 **SECTION 1. Findings.**

9 A. The city of Lake Forest Park ("the city") currently operates its own municipal
10 court and provides its own prosecution services for cases filed in municipal court.

11 B. The city contacted the King County prosecuting attorney regarding the
12 possibility of contracting for prosecution services for in-custody hearings on Saturday
13 and holiday jail calendars.

14 C. The prosecuting attorney is able and willing to provide the city with the
15 prosecution services it requested as outlined in the attached agreement.

16 D. The King County prosecuting attorney and the city in negotiating this
17 agreement created an arrangement that allows the city to receive the limited prosecution

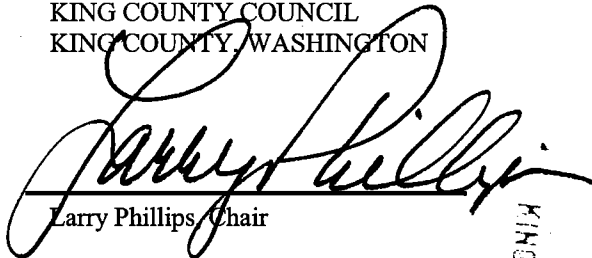
18 services it requested and allows King County to recover its costs in providing the
19 services.

20 SECTION 2. The county executive is hereby authorized to execute an interlocal
21 agreement, substantially in the form attached to this ordinance, with the city of Lake
22 Forest Park to contract with King County for prosecution services for in-custody hearings
23 on the Saturday and holiday jail calendars.
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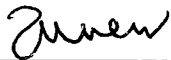
Ordinance 15658 was introduced on 12/4/2006 and passed by the Metropolitan King
County Council on 12/11/2006, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr.
Ferguson, Mr. Gossett, Ms. Hague, Mr. Constantine and Ms. Patterson
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

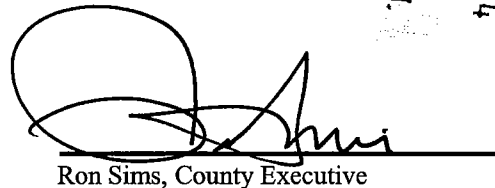

Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 19 day of December, 2006.


Ron Sims, County Executive

RECEIVED
2006 DEC 19 PM 12:24
CLERK
KING COUNTY COUNCIL

Attachments A. Interlocal Agreement Between the City of Lake Forest Park and King County

INTERLOCAL AGREEMENT BETWEEN THE CITY OF
LAKE FOREST PARK AND KING COUNTY

WHEREAS, the City of Lake Forest Park ("City") is a municipal corporation organized under the laws of the State of Washington; and,

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

WHEREAS, the City seeks to have individuals who are in custody at the King County Jail appear at preliminary hearings on the weekend and holiday jail calendars; and,

WHEREAS, the Prosecutor is willing to represent, pursuant to this Agreement, the City at the King County Jail 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 City and King County hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide certain prosecution related services to the City utilizing Prosecutor personnel.
2. Responsibilities and Duties. The Prosecutor, through his designated deputy prosecuting attorneys, shall provide certain limited prosecution services for the City. The specific prosecution services are more particularly described in Exhibit "A" attached hereto and incorporated by reference herein.
3. Deputization of Prosecutor. The Prosecutor, and his designated deputy prosecuting attorneys, are hereby authorized by the City to act as the City's 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 City, will pay the Prosecutor in a manner as provided for in Exhibit "B" attached hereto and incorporated by reference herein. The Prosecutor will bill they City of Lake Forest Park 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, the Prosecutor does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any City's ordinances, rules or regulations is at issue, the 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 attorney's fees.

(b) King County Held Harmless. The City 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 an reason arising out of the acts or omissions of the City, 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 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 any final judgment be rendered against King County, and its officers, employees, agents, or any of them, or jointly against the County and the City, and their officers, employees, agents, or any of them, the 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 City and/or Prosecutor to undertake the activities contemplated by this Agreement. If all of the parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other party 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 the 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 the Prosecutor the City's 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 the City's 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 written notice to the other party:

City of Lake Forest Park
Attn: Karen Haines, City Administrator
17425 Ballinger Way NE
Lake Forest Park, WA 98155

King County Prosecuting Attorney's Office
Attn: Norm Maleng, Prosecuting Attorney
King County Courthouse
516 Third Avenue, #W-400
Seattle, WA 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 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 party.

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 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, 2007, and shall automatically renew for one-year periods thereafter, provided, however, that either party may terminate its participation in this Agreement upon 90-days written notice to the other party.

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 City prior to the execution of this Agreement. The City 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.

KING COUNTY

By: _____
Ron Sims, Executive

CITY OF LAKE FOREST PARK

By: _____
Karen Haines, City Manager
or Acting Interim City Manager
Dated: _____

KING COUNTY PROSECUTING ATTORNEY'S OFFICE

By: _____
Norm Maleng, Prosecuting Attorney
Dated: _____

EXHIBIT A

1. The King County Prosecuting Attorney (hereinafter "Prosecutor") shall appear on behalf of the City of Lake Forest Park (hereinafter "City") at the City's preliminary, non-video appearance hearings for in-custody defendants arrested on misdemeanor warrants and/or new charges arising out of the City's jurisdiction, which are held at the King County Jail's scheduled weekend or holiday calendars, and which are scheduled on calendars where the Prosecutor is already obligated to appear on State cases.
2. If a defendant appears on a City's preliminary appearance calendar and has not yet been arraigned, the Prosecutor shall argue probable cause and bail. Additionally, the Prosecutor shall have the case set to the City's next judicial day calendar for arraignment.
3. If a defendant has been booked on the 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.
4. 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 City's court.
5. The Prosecutor shall not provide coverage for any video appearance calendars, nor shall the Prosecutor provide coverage on any in-custody calendar where the Prosecutor is not already present for State matters. Except for the 24 hour holds described in paragraph 2 above, the Prosecutor shall not appear at any subsequent hearings on the City's cases after preliminary appearance has occurred.
6. The Prosecutor shall not make filing decisions on behalf of the City.

EXHIBIT B

The Prosecutor, through his designated deputy prosecuting attorneys, shall provide certain limited prosecution services for the City of Lake Forest Park as detailed in Exhibit "A".

The current rate of reimbursement for these services shall be:

\$250.00 per month

Payment for the services detailed in Exhibit "A" will be due upon receipt of an invoice at the completion of each quarter.

The parties agree to confer on a possible rate adjustment prior to June 1, 2007 to be effective July 1, 2007.