

INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORMANDY PARK AND THE CITY OF DES MOINES FOR CRIMINAL PROSECUTION SERVICES

WHEREAS, the City of Normandy Park (hereafter “Normandy Park”) is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, the City of Des Moines (hereafter “Des Moines”) is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, each of the parties to this Agreement are required to prosecute misdemeanor and gross misdemeanor crimes committed by adults in their jurisdictions (RCW 39.34.180); and

WHEREAS, Chapter 39.34 RCW (“The Interlocal Cooperation Act”) permits municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

WHEREAS, RCW 39.34.180 authorize municipal corporations to enter into interlocal agreements for prosecution services; and

WHEREAS, Des Moines is willing and able to provide these prosecution services to Normandy Park.

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, Chapter 39.34 RCW, Normandy Park and Des Moines do hereby agree to the following:

1. Purpose. The purpose of this Agreement is for the City of Des Moines to provide criminal prosecution services to the City of Normandy Park
2. Administration. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

The City of Des Moines’s representative shall be Anthony Piasecki, City Manager, or his designee.

The City of Normandy Park’s representative shall be Doug Schulze, City Manager, or his designee.

3. Duties of Des Moines. Des Moines shall perform the following duties:

- (a) Review and Filing. The City Attorney's Office will review all police reports to verify there is a basis for prosecution. The City Attorney's Office will timely file a complaint with the court in all cases where prosecution is deemed appropriate.
 - (b) Discovery. The City Attorney's Office will provide discovery to defense counsel on criminal citations as well as infractions.
 - (c) Appearances. The City Attorney's Office will have a prosecutor present at every criminal hearing involving a Normandy Park case. This includes in-custody hearings Monday thru Friday as well as the regularly scheduled calendar.
 - (d) Training and Case Law Updates. The City Attorney's Office will provide necessary training and updates to police officers to ensure that they remain informed of the latest changes in Washington law.
 - (e) Communication. The City Attorney's Office will provide Normandy Park with records on dispositions of cases and will meet regularly as requested with the Normandy Park Chief of Police to provide updates and ensure communication to promote effective and efficient law enforcement and prosecution. Additionally, the City Attorney's Office will provide detailed summaries citing reasons for declining to prosecute a certain case when applicable.
 - (f) The City Attorney's Office will strictly abide by the Rules of Professional Conduct.
 - (g) The City Attorney's Office will act as legal advisor to the Normandy Park Police Department on matters relating to criminal laws and procedures.
4. Duties of Normandy Park. Normandy Park shall perform the following duties:
- (a) Pay the City of Des Moines the flat rate of \$2,084 per month. This cost will include all attorney time and paralegal time including but not limited to court time, trials, appeals, mileage, postage, copying, parking, court reporter, expert witnesses, filing and courier fees, Westlaw subscription, and the like. All payments and billings will be handled through the City of Des Moines and will be due within 30 days of receiving an invoice.
5. Indemnification.

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 provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in this Agreement.

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

11. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

12. 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 to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

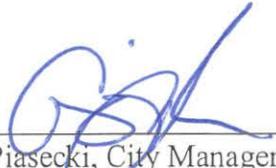
13. Captions. The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

14. Duration and Termination. The terms of this Agreement shall begin on the effective date below and remain in effect until December 31, 2013. This Agreement shall automatically renew for successive one (1) year terms unless terminated by either party in accordance with this Agreement. The Agreement shall take effect on November 1, 2012 or as soon thereafter as all of the following events have occurred:

- (a) Approval of the Agreement by the official action of the governing bodies of each of the parties hereto.
- (b) Execution of the Agreement by the duly authorized representative of each of the parties hereto.
- (c) Filing a copy of this Agreement with King County Department of Records and Elections.
- (d) Either party may elect to terminate this Agreement by written notice of termination to the other party delivered by regular mail to the contact person identified herein. Said termination shall become effective ninety (90) days from the date of receipt of said written notice.

DATED this 16th day of October, 20 12.

CITY OF DES MOINES

By 
Anthony Piasecki, City Manager
By direction of the City Council

Taken Oct. 11, 2012

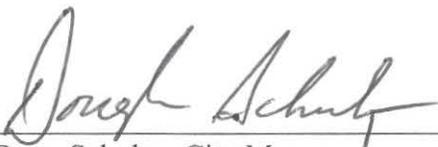
Attest:


Sandy Paul, City Clerk

Approved as to Form:


Timothy George, Asst. City Attorney

CITY OF NORMANDY PARK

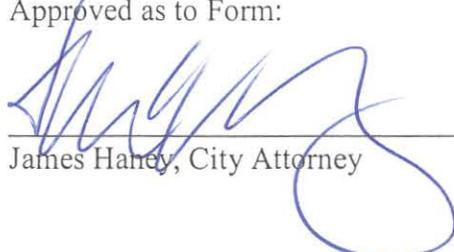

Doug Schulze, City Manager
By direction of the City Council

Taken Oct. 9, 2012

Attest:


Debbie Burke, City Clerk

Approved as to Form:


James Haney, City Attorney