

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORMANDY PARK AND
THE CITY OF DES MOINES FOR MONITORING COMPLIANCE WITH PUBLIC
DEFENSE STANDARDS**

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 contract with Public Defense Attorney's to provide defense services to indigent criminal defendants; and

WHEREAS, the Washington Supreme Court issued an Order June 15, 2012 establishing numeric caseload standards for public defenders effective January 1, 2015; and

WHEREAS, beginning on January 1, 2015, public defense attorneys who represent misdemeanor clients will be required to certify that they comply with these numerical case limits, 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, Normandy Park is seeking assistance in monitoring the compliance of their contract Public Defense Attorneys with the Supreme Court's numeric caseload standards; and

WHEREAS, Des Moines is willing and able to provide this service to Normandy Park; and

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 monitor and ensure the compliance of Normandy Park contract Public Defense Attorneys with the Supreme Court's numeric caseload standards.
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.

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

The City of Normandy Park's representative shall be the City Manager, or his designee.

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

(a) Maintain Records. The City of Des Moines will maintain an accurate accounting of Normandy Park Public Defense Attorney numeric caseloads.

(b) Monitor Compliance. The City of Des Moines will monitor the reported caseloads of Normandy Park Public Defense Attorneys for compliance with State standards.

(c) Communication. The City of Des Moines will provide periodic reports to Normandy Park of caseloads of Normandy Park Public Defense Attorneys.

4. Duties of Normandy Park. Normandy Park shall perform the following duties:

Pay the City of Des Moines the flat rate of \$106.66 per month. 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. Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence; neither party shall indemnify nor hold the other party harmless.

6. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Normandy Park and/or Des Moines to undertake the activities contemplated by this Agreement. If both 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 an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.

7. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Normandy Park a Des Moines' employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's

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 be for a period of one (1) year and shall automatically renew for successive years unless terminated by either party in accordance with this agreement. The Agreement shall take effect on January 1, 2015 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.

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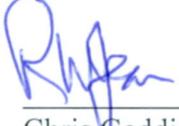
(d) Either party may elect to terminate this Agreement by written notice of termination to the other party delivered by regular mail to the contact person identified herein. Said termination shall become effective ninety (90) days from the date of receipt of said written notice.

DATED this 11th day of February, 20 15.

CITY OF DES MOINES

CITY OF NORMANDY PARK

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

 INTERIM
Chris Gaddis, Acting City Manager
By Direction of the City Council

Taken January 8, 2015

Taken 2/11/15

Approved as to Form:


Assistant City Attorney

Approved as to Form:


City Attorney