

RESOLUTION NO. R 3073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND, AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, A CONTRACT FOR PUBLIC DEFENSE SERVICES AND AN INTERLOCAL AGREEMENT FOR PUBLIC DEFENSE ELIGIBILITY SCREENING.

Whereas, the City of Kirkland as well as the cities of Bothell, Issaquah and Redmond, are by statute and court rule, required to provide public defender services to indigent defendents charged with violations of city ordinances; and

Whereas, said cities have each individually agreed to enter into a contract with Loren D. Combs, Attorney at Law, to provide indigent criminal defendants with legal representation; and

Whereas, said cities have further agreed to enter into an interlocal agreement for the purpose of screening such defendants for applicability to qualify for public defense services at the expense of the city; and

Whereas, it appears to the City Council of the City of Kirkland that this cooperative effort by the cities of Bothell, Kirkland, Issaquah and Redmond will result in substantial cost savings to said cities without diminishing the quality of legal defense available to qualified indigent defendants, now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland that certain contract for public defense services between the City of Kirkland and Loren D. Combs, Attorney at Law, copy of which is attached to this resolution and by this reference included herein.

Section 2. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland that certain interlocal agreement for public defense eligibility screening between the cities of Bothell, Kirkland, Issaquah and Redmond, a copy of which is attached to this resolution as Exhibit B and by this reference incorporated herein.

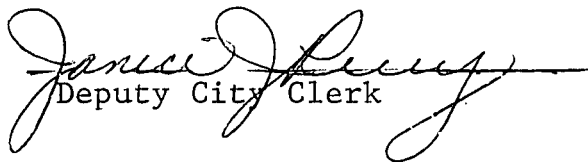
Contract Agreement

Passed by majority vote of the Kirkland City Council in regular, open meeting this 21st day of February, 1984.

Signed in authentication thereof this 21st day of February, 1984.


MAYOR

ATTEST:


Deputy City Clerk

LCM:jrv
02/02/84

INTERLOCAL AGREEMENT FOR
PUBLIC DEFENSE ELIGIBILITY SCREENING

WHEREAS, the Cities of Bothell, Kirkland, Issaquah and Redmond desire to cooperate in establishing a joint procedure for screening applicants to determine eligibility for legal representation at the expense of said Cities, now, therefore, in consideration of the mutual benefits, terms and conditions hereinafter specified, said Cities agree as follows:

1. Eligibility Screening/Independent Contractor.

A contract shall be entered into with a qualified person to interview applicants for a public defender for the purpose of determining eligibility according to criteria currently utilized by the King County Office of Public Defense, or such other criteria as may be approved by the Northeast District Court from time to time. The contract shall provide for the contractor to devote approximately seven (7) to ten (10) hours per week to the screening process and shall provide for compensation at a rate comparable to that being paid persons performing comparable functions such as intake screening at community mental health and other social service agencies, but in any event not to exceed seven dollars (\$7.00) per hour. Contract preparation, execution and administration shall be provided by the City of Redmond, provided that ex-

penses for said services shall be reimbursed by the remaining contracting Cities as hereinafter provided.

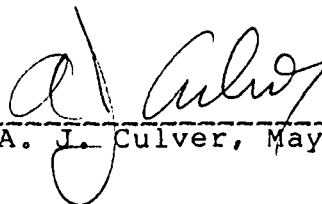
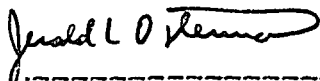
2. Sharing of Expenses. Payments to the contractor shall be made initially by the City of Redmond as provided for in the agreement with the independent contractor. Bothell, Kirkland and Issaquah will reimburse the City of Redmond for their proportionate share of such expenses based upon the relationship between the number of applicants for a public defender generated by each City in comparison with the total number of such applicants for each calendar year. For 1984, the proportional share shall be Bothell - 12.5%, Kirkland - 36.5% and Issaquah - 10.25%, which have been arrived at by comparing the current average number of cases assigned to public defenders from each of the contracting Cities. The proportion of reimbursement for 1985, and each ensuing year during which the joint contract for eligibility screening is enforced, shall be reestablished as of January 15th each year, based upon the number of referrals for eligibility screening generated by each City during the preceding calendar year. The City of Redmond shall forward a monthly statement to each City showing the proportional share of expenses for the preceding month, which shall be promptly paid to the City of Redmond. Expenses incurred by the City of Redmond in drafting, executing and administering the agreement with the independent contractor shall be reimbursed to Redmond on the same basis as set forth above.

3. Term of Agreement/Termination. This agreement shall be deemed effective as of February 1, 1984, and shall continue in force until terminated by any of the parties hereto. Termination shall not become effective until sixty (60) days after receipt by the remaining contracting Cities of written notification of such termination.

DATED this 23 day of February, 1984.

CITY OF BOTHELL

CITY OF ISSAQUAH



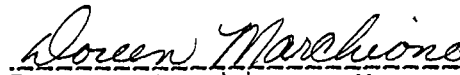
Jerald L. Osterman,
City Manager

A. J. Culver, Mayor

CITY OF KIRKLAND

CITY OF REDMOND



Allen B. Locke,
City Manager

Doreen Marchione, Mayor

LCM:jrv
02/02/84

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CONTRACT FOR PUBLIC DEFENSE SERVICES

THIS CONTRACT is entered into by and between the CITY OF KIRKLAND, a municipal corporation, herein referred to as the "CITY", and LOREN D. COMBS, Attorney at Law, herein referred to as "ATTORNEY".

1. Scope of Services. All indigent criminal defendants charged under ordinances of the City who qualify for appointed counsel shall be referred to the Attorney. The Attorney shall provide legal representation for each of these defendants from the time of screening for eligibility through trial and sentencing and appeals to the Superior Court if necessary.

2. Applicant Screening. Determinations of indigency for eligibility for appointed counsel under this Contract shall be determined by an independent screening process established by the City. The City shall be responsible for handling the screening process. Should the Attorney determine a defendant is not eligible for assigned counsel prior to the establishment of the attorney/client privilege, the Attorney shall so advise the City to reconsider the screening of that particular individual.

3. 24-Hour Telephone Access. The Attorney shall provide to the City Police Department the telephone number or numbers at which an attorney can be reached for "critical stage" advice to defendants during the course of police investigations and/or arrest twenty-four hours each day.

4. Associated Counsel. Any counsel associated with or employed by the Attorney shall have the authority to perform the services called for herein, and Attorney may employ associated counsel to assist him at Attorney's expense. The attorney and all associated counsel or attorneys hired pursuant to this section

1 shall be admitted to practice pursuant to the rules of the Supreme
2 Court of the State of Washington.

3 5. Proof of Professional Liability Insurance. During the
4 term of this agreement and any extensions thereof the Attorney
5 shall secure and maintain a policy of comprehensive professional
6 liability insurance with an insurance company licensed to do busi-
7 ness in the State of Washington. Said policy shall have limits of
8 not less than \$1,000,000.00.

9 6. Indemnification. The Attorney shall indemnify and hold
10 the City, its elected officials, officers and employees harmless
11 from any and all claims whatsoever arising out of the Attorney's
12 performance of obligations pursuant to the agreement, including
13 claims arising by reason of accident, injury or death caused to
14 persons or property of any kind occurring by the fault or neglect
15 of the Attorney, his agents, associates, or employees, or occurring
16 without the fault or neglect of the City.

17 7. Compensation. The City shall pay to the Attorney for
18 services rendered under this Contract the sum of \$80.00 per as-
19 signed case. The Attorney shall bill the City on the first day of
20 the month, or the first work day thereafter, for all cases assigned
21 to him for the previous month. The first payment shall be made on
22 or before the _____ day of March, 1984 and by the _____ day of each
23 and every month thereafter. Provided, however, the City under-
24 stands that the Attorney is only able to provide the service at the
25 above referenced rate due to the economies of scale resulting from
26 handling the public defense work for the Cities of Redmond, Kirk-
27 land, Bothell, and Issaquah. If, for any reason, the Attorney's
28 contract with any of the other Cities is terminated, the Attorney
29 shall be relieved of any further responsibility under this agree-
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1 ment after giving the City thirty (30) days notice of the termi-
2 nation of the other Contract or Contracts. Provided further, how-
3 ever, the City and the Attorney may, during that thirty (30) day
4 period negotiate the amount of compensation to be provided and if
5 so renegotiated the parties hereto shall execute an addendum to
6 this agreement reflecting said change. The price per case has also
7 been determined by the representations of the City that they are
8 averaging approximately 13.9 cases per month. A substantial drop
9 in this average over a six (6) month period shall be grounds for
10 the parties reconsidering the price per case.

11 8. Discovery Provided. The City shall provide to the Attor-
12 ney at no cost to the Attorney or the defendant one copy of all
13 discoverable material concerning each assigned case. Such material
14 shall include, where relevant, a copy of the abstract of the defen-
15 dant's driving record.

16 9. Code Provided. The City shall provide the Attorney with a
17 copy of the Kirkland Municipal Code, and any amendments thereto
18 adopted during the term of this Contract.

19 10. No Assignment or Subcontracts. No assignment or trans-
20 fer of this contract, nor of any interest in this contract shall be
21 made by either of the parties, without prior written consent.

22 11. Attorney Conflict. In the event the representation of a
23 defendant hereunder raises a conflict of interest such that the
24 Attorney cannot represent the defendant, said defendant shall be
25 referred back to the City for further assignment.

26 12. Term of this Agreement. Provision of services pursuant
27 to this agreement shall commence upon notification to Attorney that
28 the City's applicant screening procedure has been initiated. The
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1 parties contemplate that implementation of the screening procedure
2 will occur no later than March 1, 1984.

3 This agreement shall remain in force through January 31, 1986,
4 unless terminated earlier pursuant to the provisions hereof.

5 13. Termination.

6 a. At Election of City: The City may terminate this ag-
7 reement without the necessity of substantiating cause upon expir-
8 ation of thirty (30) days from receipt by Attorney of written no-
9 tice of such termination.

10 b. By Attorney for Cause: Attorney may terminate this
11 agreement in the event the City fails to perform its obligations as
12 described in this agreement, and if such failure has not been cor-
13 rected to the reasonable satisfaction of Attorney in a timely
14 manner after notice of breach has been provided to the City.

15 c. For Reasons Beyond Control of Parties: Either party
16 may terminate this agreement without recourse by the other where
17 performance is rendered impossible or impracticable for reasons
18 beyond such party's reasonable control such as but not limited to
19 acts of nature; war or warlike operations; civil commotion; riot;
20 labor dispute including strike, walkout, or lockout; sabotage; or
21 superior governmental regulation or control.

22 d. Notice: Notice of termination pursuant to this
23 section 13 shall be given by the party terminating this agreement
24 to the other not less than thirty (30) days prior to the effective
25 date of termination.

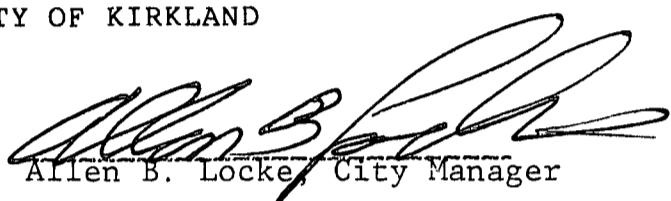
26 14. Amendments. No modification or amendment of the pro-
27 visions of this agreement shall be effective unless in writing and
28 signed by authorized representatives of the parties hereto.
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15. Entire Agreement. This instrument contains the entire agreement between the parties and may not be enlarged, modified or altered except in writings signed by the parties and endorsed hereon.

DATED this 23 day of February, 1984.

CITY OF KIRKLAND

By 
Allen B. Locke, City Manager

ATTORNEY

By _____
Loren D. Combs