

**To be filed with the Clark County Auditor**

**INTERLOCAL AGREEMENT**

PU 09-02

This Agreement ("Agreement") is made and entered into by and between Clark County ("County"), a county of the State of Washington and the City of Vancouver ("City"), a municipal corporation of the State of Washington for the purpose of authorizing a combined public defense contract for indigent clients assigned to District Court Recovery Courts. This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and has been authorized by the governing bodies of the County and the City.

**WHEREAS**, the County and City have a constitutionally mandated responsibility to provide public defense services to eligible persons entitled to representation in Clark County and the city of Vancouver as authorized by law; and

**WHEREAS**, Clark County as part of its criminal justice system has District Court Recovery Courts designed to assist indigent misdemeanor clients who have substance abuse issues; and

**WHEREAS**, on April 1, 2007 Clark County began collecting a 1/10 of 1% sales tax increase specifically to support county-wide substance abuse treatment with a portion of those funds being designated to expand the District Court Recovery Courts; and

**WHEREAS**, beginning in 2008 the County and City both began to receive annual funding from the 1/10 of 1% sales tax increase in order to provide additional public defense services for clients assigned to District Court Recovery Courts; and

**WHEREAS**, in the interest of efficiency and providing the best customer service it is the desire of the City and County to combine their indigent defense contracts related to the District Court Recovery Courts beginning in 2009.

**NOW, THEREFORE**, the signatories to this Agreement agree as follows:

**1. Purpose.**

It is hereby understood and agreed by the County and the City that they will utilize a portion of the funds provided by the 1/10 of 1% sales tax to provide additional legal counsel for clients assigned to the District Court Recovery Courts and authorize a combined contract for these public defense services.

**2. Organization.**

No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as provided herein.

**3. Contract**

The County, through its Indigent Defense Program, shall be responsible for soliciting proposals for the District Court Recovery Courts indigent defense contract and contracting with the selected firm or individual. The County will provide the City with copies of the proposals received for the Recovery Courts contract and the City will have up to 15 working days to review and comment on the proposals. The selected contractor must be acceptable to both the County and City. The initial contract with counsel for Recovery Court services shall be for two (2) year periods with the initial joint contract being January 1, 2009-December 31, 2010.

**4. Term of Agreement**

The term of this agreement shall be for four (4) years beginning January 1, 2009 and terminating on December 31, 2012. This agreement may be extended for two (2) additional two (2) year terms by mutual agreement.

**5. Termination**

The County indigent defense contracts, including the combined City/County Recovery Courts contract, are two-year contracts. This Agreement may be terminated by either party with written notice provided by September 1<sup>st</sup> in the year that the County indigent defense contracts are due for renewal (2010, 2012, 2014, 2016).

**6. Funding**

The County currently provides the City with annual funding to provide legal counsel to the City's indigent clients who are referred to the District Court Recovery Courts. Under the terms of this Agreement, the County will provide annual funding for indigent defense representation of the City's indigent clients who are referred to the District Court Recovery Courts in an amount not to exceed \$40,482 for 2009 of and \$42,101 for 2010. Since the program is fully funded by the 1/10 of 1% sales tax for District Court Recovery Courts, there will be no additional funding obligations from the city to fund this program.

**7. Amendments.**

This Agreement may be amended by written mutual agreement of all the parties hereto.

**8. Liability.**

Each party shall defend, indemnify, and save all other parties harmless from any and all claims arising out of that party's performance of this Agreement.

**9. No third-party beneficiary.**

By execution of this Agreement, the parties do not intend that there be any third-party beneficiary of the rights or obligations created herein.

**10. Notices.**

Any notices to be given under this Agreement shall be delivered postage prepaid and addressed to:

To the City:

CITY OF VANCOUVER

Attn: City Manager

P.O. Box 1995

Vancouver, Washington 98668-1995

To Clark County:

CLARK COUNTY

Attn: County Administrator

P.O. Box 5000

Vancouver, Washington 98666-5000

The name and address to which notices shall be directed may be changed by any party by giving the other parties notice of such change as provided in this section.

**11. Venue.**

The venue for any action related to this Agreement shall be in the Superior Court in and for Clark County, Washington.

**12. Interlocal Cooperation Act Compliance.**

This is an Agreement entered into under Chapter 39.34 RCW. Its duration is as specified in Section 4. Its purpose is as described in Section 1. Its manner of funding is as described in Section 6. Its termination is as described in Section 5.

**13. Severability.**

In the event any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

**14. Execution.**

This Agreement shall become effective immediately after it is duly adopted by the Board of Clark County Commissioners and the Vancouver City Council. The parties agree that this Agreement shall be executed in triplicate. Upon execution, the executed originals of this Agreement shall be returned to the Clerk to the Clark County Commissioners, who shall file one executed original of this Agreement with the Clark County Auditor, and provide one executed original of this Agreement to the City Clerk.

**15. Ratification**

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

**IN WITNESS THEREOF**, the following agencies have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated and effective as of the 5<sup>th</sup> day of January, 2009.

**CITY OF VANCOUVER, WASHINGTON**

**CLARK COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS**

SIGNATURE ON FILE

SIGNATURE ON FILE

1/6/09  
Pat McDonnell,  
City Manager  
210 East 13th  
Vancouver, WA 98642

1/13/09  
Marc Boldt, Chair  
Board of County Commissioners  
1300 Franklin Street  
Vancouver, WA 98666-5000

Date: 1/6/09

Date: 1-13-09

Attested:

Attest:

SIGNATURE ON FILE

SIGNATURE ON FILE

[Signature]  
R. Lloyd Tyler, City Clerk  
By: Carrie Lewellen, Deputy City Clerk

[Signature]  
Louise Richards, Clerk of the Board

Approved as to form:

Approved as to form:

SIGNATURE ON FILE

SIGNATURE ON FILE

[Signature]  
Ted H. Gathe, City Attorney

[Signature]  
E. Bronson Potter, WSBA #9102  
Chief Civil Deputy