

To be posted on the City's website.

GS 14-05

## INTERLOCAL AGREEMENT

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 Mental Health Therapeutic Court. 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 established a District Court Mental Health Therapeutic Court designed to assist indigent misdemeanor clients who have mental health issues; and

WHEREAS, the City is currently providing funding for Mental Health Therapeutic Court public defense services through a supplemental contract with Jeffrey D. Barrar, P.S., the City's primary public defense firm; and

WHEREAS, with the January 1, 2015 implementation of public defense caseload standards, mandated by the Washington State Supreme Court, the Mental Health Court caseload can be more effectively tracked and managed through a separate contract for services; 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 Mental Health Therapeutic Court beginning in 2015.

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 a combined contract for District Court Mental Health Therapeutic Court public defense services is authorized.

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 Coordinator, shall be responsible for soliciting proposals for the District Court Mental Health Therapeutic Court 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 Mental Health Therapeutic Court 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 contract with counsel for Mental Health Therapeutic Court services shall be for a two (2) year period, with the initial joint contract term being January 1, 2015 through December 31, 2016.

4. Term of Agreement.

The term of this agreement shall be for two (2) years beginning January 1, 2015 and terminating on December 31, 2016. 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 Mental Health Therapeutic Court 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 contract is due for renewal (2016, 2018 and 2020).

6. Funding.

The City is currently providing funding for Mental Health Therapeutic Court services through an annual \$24,000 supplemental contract with Jeffrey D. Barrar, P.S.. Currently 60-65% of the annual caseload in Mental Health Therapeutic Court is city cases with the remainder being split between the county and the other small cities. The combined city/county contract will be \$36,000 annually with the City providing \$24,000. Payments of \$6,000 will be made to the County on a quarterly basis beginning in January 2015.

7. Reporting.

The County shall provide the City with quarterly reports which shall include the following information:

- a) Defendant names and case number(s) for each defendant participant;
- b) The number of total attorney hours expended by contractor for each defendant during the quarter;

- c) Disposition information (i.e., warrant issued, graduated and/or terminated from the program) for those defendants whose cases are closed during the quarter; and
- d) Any other information which the City and County may deem reasonable and appropriate.

8. Amendments.

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

9. 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.

10. 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.

11. 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.

12. Venue.

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

13. 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.

14. 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.

15. 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.

16. 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 16<sup>th</sup> day of December, 2014.

CITY OF VANCOUVER, WASHINGTON



Eric Holmes, City Manager  
City Manager  
415 6<sup>th</sup> Street  
Vancouver, WA 98661

Date: 12/18/14

CLARK COUNTY,  
BOARD OF COMMISSIONERS



Tom Mielke, Chair  
Board of County Commissioners  
1300 Franklin Street  
Vancouver, WA 98666-5000

Date: 12/16/14

Attest:



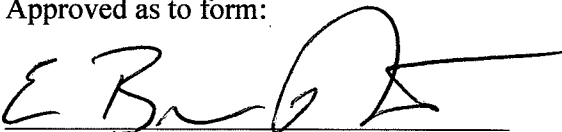
R. Lloyd Tyler, City Clerk  
By: Carrie Lewellen, Deputy City Clerk

Attest:



Clerk of the Board

Approved as to form:



E. Bronson Potter, City Attorney

Approved as to form:



Christine Cook,  
Deputy Prosecuting Attorney  
Civil Division