



Req. #9733

## RESOLUTION NO. 35979

1 WHEREAS individuals accused of a crime have a right to legal defense  
2 representation, which right is guaranteed by the constitutions of the United  
3 States and of the state of Washington, and  
4

5 WHEREAS it is the obligation of the public to bear the cost of such legal  
6 defense for accused individuals who are determined by the court to be indigent,  
7 and

8 WHEREAS the City has met its legal obligation to provide legal services  
9 to indigent defendants appearing in Tacoma Municipal Court by utilizing the  
10 services of Pierce County's Department of Assigned Counsel ("DAC"), which  
11 services have been subject to a year-to-year agreement, and  
12

13 WHEREAS DAC has provided, and is able to continue to provide,  
14 valuable legal services that are necessary to the proper disposition of the  
15 misdemeanor cases heard in Tacoma Municipal Court, and  
16

17 WHEREAS DAC has provided, and will continue to provide, said legal  
18 services in a manner that both meets and exceeds the standards of effective  
19 legal representation prescribed by the Washington State Bar Association, and  
20

21 WHEREAS RCW Chapter 39.34, the Interlocal Cooperation Act,  
22 authorizes agreements between public agencies for the performance of  
23 governmental services, and  
24

25 WHEREAS, by entering into an Interlocal Agreement with Pierce County  
26 for the continued provision of legal services to indigent defendants appearing in  
Tacoma Municipal Court, the City can continue to meet its obligation for the

88



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

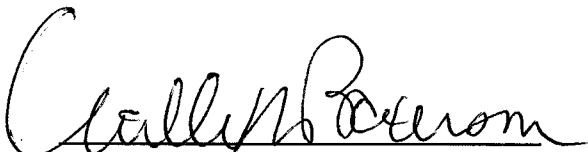
provision of indigent legal defense services while eliminating the need for  
executing an annual contract, and

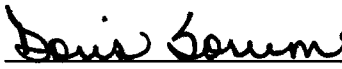
WHEREAS it is in the best interest of the City to enter into an Interlocal  
Agreement with Pierce County so that the City may continue to meet its  
obligation to provide legal services to indigent defendants by continued  
utilization of the services of DAC; Now, Therefore,

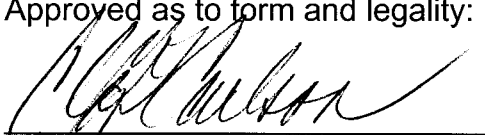
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to execute an  
Interlocal Agreement with Pierce County, Department of Assigned Counsel, for  
the provision of legal services to indigent defendants appearing in Tacoma  
Municipal Court, said document to be substantially in the form of the proposed  
Interlocal Agreement for Indigent Legal Services on file in the office of the City  
Clerk.

Adopted OCT 14 2003

  
Mayor

Attest:  
  
City Clerk

Approved as to form and legality:  
  
Assistant City Attorney

89



# REQUEST FOR ORDINANCE OR RESOLUTION

CITY CLERK USE

Request #:	9733
Ordinance #:	
Resolution #:	35979

1. DATE: September 25, 2003

2. REQUESTING DEPARTMENT/DIVISION/PROGRAM Finance/Administration	3. CONTACT PERSON (for questions): Steve Marcotte	PHONE/EXTENSION 5802
---	--	-------------------------

4. PREPARATION OF A RESOLUTION IS REQUESTED FOR THE CITY COUNCIL MEETING OF TUESDAY, OCTOBER 14, 2003.

5. SUMMARY TITLE/RECOMMENDATION: (A concise sentence, as it will appear on the Council Agenda)

Authorizing the execution of an interlocal agreement with Pierce County to provide legal services to indigent defendants by utilizing Pierce County's Department of Assigned Counsel (DAC).

6. BACKGROUND INFORMATION/GENERAL DISCUSSION: (Why is this request necessary? Are there legal requirements? What are the viable alternatives? Who has been involved in the process?)

RCW Chapter 39.34, the Interlocal Cooperation Act, authorizes agreements between public agencies for the performance of governmental services. Tacoma has met its obligation to provide legal services to indigent defendants appearing in its Municipal Court by utilizing the services of the County's DAC for years. The DAC has provided valuable legal services necessary to the proper disposition of misdemeanor cases in Municipal Court and the City desires to continue to receive services from the DAC to meet its obligation to provide legal services to indigent defendants.

7. FINANCIAL IMPACT: (Future impact on the budget.)

The funds to pay for services provided by DAC are included in the City's 2003-04 biennial budget.

8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:

Source Documents/Backup Material	Location of Document
Interlocal Agreement for Indigent Defense Legal Services	City Clerk's Office

9. FUNDING SOURCE: (Enter amount of funding from each source)

Fund Number & Name:	State \$	City \$	Other \$	Total Amount
General Fund No. 0010				

If an expenditure, is it budgeted?  Yes  No Where? Org #

10. ATTORNEY CONTACT: (Enter Name of Attorney that you've been working with)  
Cheryl Carlson

RECEIVED  
 OCT 1 11 05 AM '03  
 CITY CLERK'S OFFICE  
 90

	Approved as to Availability of Funds 	
11. Department Director/Utility Division Approval	Director of Finance	City Manager/Director Utilities Approval

**INTERLOCAL AGREEMENT  
INDIGENT DEFENSE LEGAL SERVICES**

THIS AGREEMENT is made and entered into by and between the CITY OF TACOMA, hereinafter referred to as "Tacoma," and PIERCE COUNTY, hereinafter referred to as "County," under and pursuant to the provisions of Chapter 39.34.080 of the Revised Code of Washington.

W I T N E S S E T H :

WHEREAS Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes agreements between public agencies for the performance of governmental services, and

WHEREAS Tacoma has heretofore met its obligation to provide legal services to indigent defendants appearing in its Municipal Court by utilizing the services of the County's Department of Assigned Counsel (hereinafter "Department"), which Department has provided valuable legal services necessary to the proper disposition of misdemeanor cases in Municipal Court, and

WHEREAS Tacoma desires to continue to receive services from the Department to meet its obligation to provide legal services to indigent defendants, and

WHEREAS the County, through its Department, is willing to provide said services to the City;

NOW, THEREFORE, the parties hereby agree as follows:

1. Purpose. The purpose of this agreement is to provide for legal representation services for indigent persons charged with criminal offenses in Tacoma Municipal Court.
2. Term. This agreement shall commence January 1, 2003, and if executed after said date, shall operate retroactively thereto. The services to be provided under this agreement shall be subject to annual review and fiscal appropriation by the City to compensate for the services contemplated by and provided under this agreement. Either party may terminate this agreement upon ninety (90) days' written notice given in advance.

3. Amendments. This agreement may be amended at any time by mutual consent of the parties hereto and such amendments shall take effect immediately. In the event of any conflict, inconsistency, or incongruity between the provisions of this agreement and the provisions of an amendment, the provisions of the amendment shall in all respects govern and control.
  
4. Services To Be Provided By County. The Department will provide legal counsel and representation services to indigent defendants charged with criminal offenses in and/or appearing before the Tacoma Municipal Court. Said services shall be provided in accordance with the Department's standards for public defense services as mandated by RCW Chapter 10.101, as well as the Rules of Professional Conduct prescribed by the Washington Supreme Court. The Department shall provide said services at the same or higher level of quality and staff participation as has been historically supplied, and shall carry on all activities pursuant to this agreement in full compliance with all applicable laws, rules and regulations of the United States, state of Washington, Pierce County, and City of Tacoma. Legal services provided by the Department shall be provided without discrimination on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap.

The Department will comply with such reporting and project evaluation requirements as may be established by Tacoma to enable it to appraise the effectiveness of the Department's services. Quarterly reports detailing expenditures and caseload activity will be supplied by the Department to the Court Administrator on behalf of Tacoma.

The Department will assure that professional staff are available for interviewing and/or counseling individuals and defendants held in custody as needed twenty-four (24) hours per day, and will assure that defendants held in custody pending trial are interviewed in a timely manner.

In any employment action made possible by or resulting from this agreement, the Department will not discriminate against any employee or application because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap.

None of the funds, materials, property, or services provided directly or indirectly in this agreement shall be used in the performance of this agreement or any partisan political activity, or to further the election or defeat of any candidate for public office, nor shall any of the funds be used for publicity or propaganda purposes designed to defeat or support legislation pending before any legislative body.

5. Compensation. Tacoma will pay to the County the sum of \$67,695.12 per month for the 2003 calendar year, and the sum of \$67,695.11 per month for the 2004 calendar year for services rendered to Tacoma and those indigent defendants represented by the Department.

For calendar months beginning January 1, 2005, and thereafter, the amount Tacoma will pay to the County shall be determined by the County Executive (in consultation with the Director of the Department) and the City Manager (in consultation with appropriate City Departments), or such other individuals as the parties may designate, subject to appropriation of sufficient funds by the Tacoma City Council. Either party may terminate upon sixty (60) days' written notice to the other, if the parties cannot agree upon annual compensation for any year after 2004.

6. Amendments. This agreement may be amended at any time by the mutual written consent of the parties.
7. Consultation. The Court Administrator for Tacoma and Director of the Department of Assigned Counsel for the County shall be the respective representatives responsible for administering this agreement. Each party may change its designated representative upon written notice to the other. There will be no joint board created for the purpose of administering this agreement.
8. Remedies. No waiver of any right under this agreement shall be effective unless made in writing by the authorized representative of the parties to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance, nor does payment of a billing or performance after notice of a deficiency in performance constitute acquiescence thereto.

Disputes that cannot be resolved by the representatives designated in Section 7 shall be referred to Tacoma's City Manager and the County's Executive.

9. Entire Agreement. This agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.
10. Invalid Provisions. Should any provision under this agreement be held invalid, the remainder of the agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the \_\_\_\_ day of \_\_\_\_\_, 2003.

**CITY OF TACOMA**

**PIERCE COUNTY**

\_\_\_\_\_  
James L. Walton, City Manager

\_\_\_\_\_  
Pierce County Executive

Countersigned:

Recommended:

\_\_\_\_\_  
Steve Marcotte, Director of Finance

\_\_\_\_\_  
John Hill, Director  
Department of Assigned Counsel

Approved as to form:

Reviewed:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Pat Kenney, Director  
Budget and Finance

Attest:

Approved as to form:

\_\_\_\_\_  
Doris Sorum, City Clerk

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Debbie Dahlstrom  
Interim Risk Manager

Attest:

\_\_\_\_\_  
County Clerk

Resolution No. 35979

Adopted: OCT 14 2003

Maker of Motion: Moss

Seconded: McGavick

Roll Call Vote:

MEMBERS	AYES	NAYS	ABSTAIN	ABSENT
Mr. Evans	/			
Ms. Ladenburg				/
Mr. Lonergan	/			
Dr. McGavick	/			
Mr. Miller	/			
Ms. Moss	/			
Mr. Phelps	/			
Mr. Talbert	/			
Mayor Baarsma	/			

MEMBERS	AYES	NAYS	ABSTAIN	ABSENT
Mr. Evans				
Ms. Ladenburg				
Mr. Lonergan				
Dr. McGavick				
Mr. Miller				
Ms. Moss				
Mr. Phelps				
Mr. Talbert				
Mayor Baarsma				