

**INTERLOCAL AGREEMENT FOR OFFICE OF PUBLIC DEFENSE
AND PUBLIC DEFENDER SERVICES**

THIS AGREEMENT, entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as COUNTY) and the City of Granite Falls (hereinafter referred to as CITY), a municipal corporation of the State of Washington.

WHEREAS, RCW 39.34.180 provides that each county, city and town is responsible for the prosecution, adjudication, sentencing and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and;

WHEREAS, Chapter 39.34 RCW authorizes counties, cities and towns to enter into interlocal agreements with each other to carry out those responsibilities, and;

WHEREAS, RCW 10.101.030 states each county or city under this chapter shall adopt standards for the delivery of public defender services, whether those services are provided by contract, assigned counsel, or a public defender office; and;

WHEREAS, Snohomish County provides indigent defense representation through its Office of Public Defense, and;

WHEREAS, the parties desire to enter into an agreement whereby the COUNTY will provide indigent defense services to the CITY to enable the CITY to carry out its responsibility for such prosecutions.

NOW THEREFORE, the COUNTY and the CITY agree as follows:

Section 1. Office of Public Defense or Public Defender Services.

1.1 The COUNTY, through the COUNTY's Office of Public Defense Program will provide the CITY with the following services for misdemeanors and gross misdemeanors committed in the CITY limits and charged either under CITY ordinances or state law:

- (a) Interviewing defendants to determine indigency based on the criteria established in RCW 10.101.010. Such interviews will be carried out at the Office of Public Defense (3000 Rockefeller, Everett), Monday through Friday during business hours, as well as at the District Court and the Snohomish County jail. Screenings are by referral of the court or at the request of the defendant. Under normal circumstances, screenings will be conducted after arraignment has occurred. The defendant will be notified at completion of the interview whether or not they qualify for counsel at the CITY's expense. The CITY will be notified in writing, at the end of each month, which defendant was interviewed on their behalf and what the indigency determination was.
- (b) Securing court-appointed defense counsel.

1.2 For eligible defendants, the COUNTY will arrange for indigent defense counsel through the Public Defender Association under the COUNTY's current negotiated contract and bill the CITY for the same amount that the COUNTY is required to pay under that agreement.

1.3 In multiple defendant cases or where representation by the Public Defender Association is not appropriate, the COUNTY shall arrange for a Conflict Attorney to handle the case following the COUNTY's current negotiated contract and bill the CITY for the same amount that the COUNTY is required to pay under that agreement.

Section 2. Compensation.

2.1 In consideration of the services provided by the COUNTY described in Section 1, the CITY shall compensate the COUNTY at the following rates:

- (a) For indigent defense screening and case management, \$24.00 per case.
- (b) For public defender association representation on misdemeanor charges, a flat fee of \$200 per incident.
- (c) For CITY cases that are appealed from the District Court with public defender association representation, a charge of \$945.00 per case.
- (d) For conflict attorney representation, \$50 per hour with maximum of \$200 or 4.0 hours of legal representation and the cost of one (1) day's per diem not to exceed \$220.00 for a district court jury trial, if one is required. In the unusual event that a case requires more than 4 hours of legal representation (not including trial), the CITY shall provide compensation in excess of the \$200 maximum at the rate of \$50 per hour upon the submission by the COUNTY's OPD Attorney Administrator of documentation showing the nature and extent of the need for additional

representation.

- (e) The CITY may preserve its rights to the assignment of an indigent defense attorney or a conflict attorney by providing the COUNTY a list of pre-approved attorneys that the COUNTY will use. Whenever an indigent defense attorney or conflict attorney is required, the COUNTY will select an attorney from this list. It will be the CITY's responsibility to maintain this list. If no list is provided, the COUNTY reserves its right to assign an indigent defense attorney or a conflict attorney of its own choosing. If an attorney from the CITY's list is used, the CITY shall be responsible for compensating the attorney for all indigent defense services the attorney provides.

2.2 In consideration for contracting with the COUNTY for the services described above, the CITY may use the Public Defender Association's On-Call Services without charge.

2.3 The compensation paid by the CITY shall be based upon the actual number of cases processed by Office of Public Defense staff for the CITY in the preceding month.

2.4 The COUNTY will provide the CITY for billing purposes a detailed monthly invoice listing each defendant interviewed with a breakdown of indigent defense costs for each defendant.

2.5 Payments shall be made within 15 days of receipt of invoice.

Section 3 Duration.

This AGREEMENT shall govern Public Defense or Public Defender Services that are provided on and after November 1, 2012. The term of this AGREEMENT shall extend to December 31, 2013, and shall automatically renew from year to year thereafter unless terminated as provided in Section 4, PROVIDED that the COUNTY'S obligations after December 31, 2012 are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

Section 4 Termination.

This AGREEMENT may be terminated by either party with thirty (30) days written notice to the contact person specified in Section 8 of this AGREEMENT. The CITY agrees to pay the COUNTY only for the cost of services rendered prior to the date of termination.

Section 5 Indemnification/Hold Harmless.

Each party agrees to indemnify, defend and hold harmless the other party, its

elected and appointed officials, officers, agents and employees from any and all costs, claims, judgments or awards of damages, which may be made against them arising out of the performance of the activities described in this agreement, to the extent of the negligence of the party, it's officers, employees or agents.

Section 6 Records And Inspections.

The records and documents with respect to all matters covered by this AGREEMENT shall be subject to inspection, review, or audit by the COUNTY or the CITY during the term of this AGREEMENT and for a period of three years after termination.

Section 7 Administration.

The CITY and the COUNTY shall each designate representatives for the purpose of administering this contract, and each shall notify the other in writing of its designated representatives. Each party may change its designated representatives upon written notice to the other.

Section 8 Notices.

- (a) All notices required by this AGREEMENT to be given to the COUNTY shall be made in writing and personally delivered or sent by registered mail to the Executive of the COUNTY at the following address:

c/o Office of Public Defense
3000 Rockefeller, M/S 209
Everett, WA 98201

- (b) All notices required by this AGREEMENT to be given to the CITY shall be made in writing and personally delivered or sent by registered mail to the Mayor of the CITY at the following address:

Haroon Saleem, Mayor
P.O. Box 1440
Granite Falls, WA 98252

Section 9 Property.

No property shall be acquired for joint use pursuant to this AGREEMENT.

Section 10 Modification/Amendment.

This AGREEMENT may not be modified orally. Any amendment or modification of this AGREEMENT must be made in writing with the same formalities as are required for execution of this AGREEMENT.

Section 11 Entire Agreement, Waiver Of Default.

The parties agree that this AGREEMENT is a complete expression of the agreement between the COUNTY and CITY regarding indigent defense services and it supersedes and terminates any prior written or oral agreements between the parties regarding such services. Any oral representations or understandings not incorporated herein are excluded. The waiver of any default by either party shall not be deemed as a waiver of any subsequent default. Waiver of a breach of any provision of this AGREEMENT shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this AGREEMENT.

Section 12 Severability.

If any provision of this AGREEMENT is found to be invalid or contrary to law, the remainder of this AGREEMENT shall not be affected thereby.


Section 13 Website Posting

Upon execution, this AGREEMENT shall be returned to the Clerk of the Snohomish County Council, who shall cause a fully executed original of this AGREEMENT to be posted on the County website pursuant to RCW 39.34.040. The Clerk of the Snohomish County Council shall thereafter distribute duplicated conformed copies of the AGREEMENT to each of the Parties hereto.

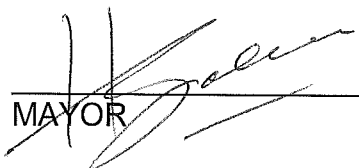
IN WITNESS WHEREOF, the COUNTY and the CITY have executed this AGREEMENT by subscribing their names as follows:

SNOHOMISH COUNTY

CITY OF GRANITE FALLS



COUNTY EXECUTIVE
PETER B. CAMP
Executive Director
Date 11/14/12



MAYOR
Date 11/7/12

ATTEST:



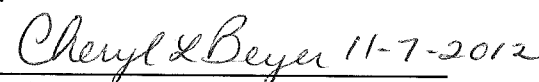
Date 11/14/12

Approved as to Form:



Deputy Prosecuting Attorney
Date 11/9/12

Approved as to Form:



City Attorney
Date 11-7-2012