

CLARK COUNTY  
STAFF REPORT



DEPARTMENT: General Services/Indigent Defense

DATE: December 16, 2014

REQUEST: Approval of a Two-Year Interlocal Agreement (ILA) between the City of Vancouver and Clark County for District Court indigent defense services for the Mental Health Therapeutic Court and approval for the County Administrator to sign all amendments, extensions and other documents related to the ILA

CHECK ONE:  X  Consent   CAO

BACKGROUND

Clark County District Court "Therapeutic Courts" provide accountability and assistance for defendants with substance abuse and/or mental health issues. Since 2009, the City of Vancouver and Clark County have had an ILA that provides for one indigent defense contract attorney for the Veterans and Substance Abuse Therapeutic Courts, funded with Mental Health Sales Tax. The county is responsible for that contract. **This proposed ILA for the Mental Health Therapeutic Court** mirrors that ILA, except it provides annual funding in the amount of \$24,000 from the City to offset the cost of representation for City of Vancouver participants in the therapeutic court. The ILA provides for two additional two-year extensions of the agreement by mutual agreement.

The ILA has been reviewed and approved as to form by Christine Cook, Civil Deputy Prosecuting Attorney. The ILA has been signed and approved by the Vancouver City Manager.

COMMUNITY OUTREACH

The combined County and City approach to providing indigent defense representation is endorsed by those involved with the Therapeutic Courts as an efficient and effective method of providing defense services.

BUDGET AND POLICY IMPLICATIONS

Approval of the ILA results in \$24,000 annual revenue from the City of Vancouver to the County. The funding offsets all the anticipated direct service costs of legal representation for City of Vancouver defendants in the therapeutic court. The ILA supports the County's and the City's continuing efforts to work together to provide indigent defense services effectively and efficiently.

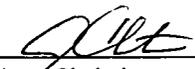
FISCAL IMPACTS

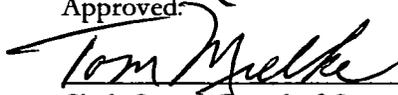
Yes (see attached form)  No

ACTION REQUESTED

Approval of the attached ILA document and approval for the County Administrator to sign all amendments, extensions and other documents related to the ILA. Recordation of the attached two originals of the ILA. Please keep one fully executed original and forward the second original to Ann Christian who will provide it to the City of Vancouver.

DISTRIBUTION Mark McCauley - County Administrator; Mark Wilsdon - Risk, Facilities, Purchasing, Indigent Defense; Budget Office; Ann Christian - Indigent Defense Coordinator.

  
Ann Christian  
Indigent Defense Coordinator

Approved:   
Clark County Board of Commissioners

  
Mark Wilsdon  
Risk, Facilities, Purchasing, Indigent Defense

Date: Dec 16, 2014  
SR #: 297-14

*mem  
OK  
M.N.*

# FISCAL IMPACT ATTACHMENT

## Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Approval of the ILA will result in \$24,000 per year revenue from the City of Vancouver to Clark County for two years (2015/16), with the likelihood of the same for four more years (2 two-year extensions). The revenue offsets the entire cost of providing direct indigent defense services to those participants who have City of Vancouver cases in the Mental Health Therapeutic Court.

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001.000.410.336012.000.000000	\$0	\$0	\$24,000	\$24,000	\$24,000	\$24,000
<b>Total</b>	\$0	\$0	\$24,000	\$24,000	\$24,000	\$24,000

II. A – Describe the type of revenue (grant, fees, etc.)

Revenue from the City of Vancouver, on a quarterly basis, General Fund.

## Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTEs	Current Biennium		Next Biennium		Likely Second Biennium	
		GF	Total	GF	Total	GF	Total
0001.000.410.515931.412.000000	0	\$0	\$0	\$24,000	\$24,000	\$24,000	\$24,000
<b>Total</b>	0	\$0	\$0	\$24,000	\$24,000	\$24,000	\$24,000

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Likely Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	\$0	\$0	\$24,000	\$24,000	\$24,000	\$24,000
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$0	\$0	\$24,000	\$24,000	\$24,000	\$24,000

To be posted on the City's website.

GS 14-65

## 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.

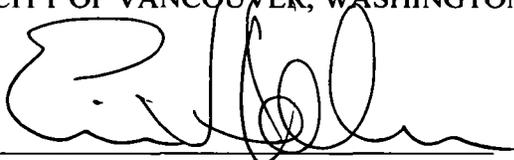
This Agreement shall become effective immediately after it is duly adopted by the Board of Clark County Commissioners and the Vancouver City Council. The parties agree that this Agreement shall be executed in triplicate. Upon execution, the executed originals of this Agreement shall be returned to the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



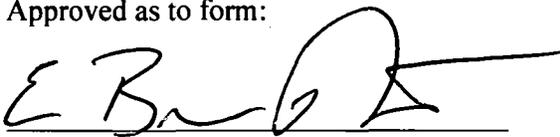
R. Lloyd Tyler, City Clerk  
By: Carrie Lewellen, Deputy City Clerk

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

To be posted on the City's website.

GS 14-65 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.

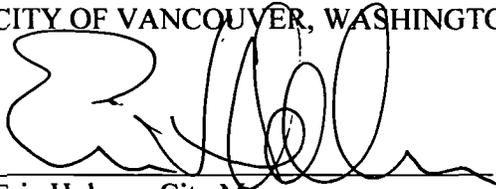
This Agreement shall become effective immediately after it is duly adopted by the Board of Clark County Commissioners and the Vancouver City Council. The parties agree that this Agreement shall be executed in triplicate. Upon execution, the executed originals of this Agreement shall be returned to the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



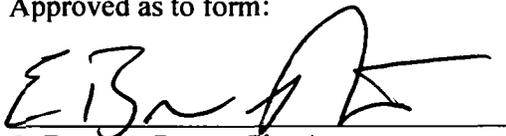
R. Lloyd Tyler, City Clerk  
By: Carrie Lewellen, Deputy City Clerk

Attest:



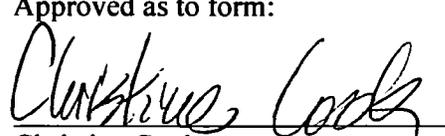
Clerk of the Board

Approved as to form:



E. Bronson Potter, City Attorney

Approved as to form:



Christine Cook,  
Deputy Prosecuting Attorney  
Civil Division