

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF TUMWATER AND
THURSTON COUNTY FOR INDIGENT DEFENSE LEGAL SERVICES**

AMENDMENT NO. 3

This Third Amendment for Indigent Defense Legal Services ("Amendment") is entered into this _____ day of _____, 2022 by and between the City of Tumwater, herein referred to as the "City," and Thurston County, herein referred to as the "County".

WHEREAS, the City and the County entered into an Interlocal Agreement pursuant to RCW 39.34 on June 4, 2013, whereby the County, through its office of Assigned Counsel (OAC), now referred to as Thurston County Public Defense ("TCPD") agreed to provide indigent defense legal services ("Agreement"); and

WHEREAS, a supplement to the Agreement was entered into on June 4, 2013 to address transition services between July 1, 2013 and August 1, 2013 and it has now expired; and

WHEREAS, a first amendment was entered into on October 18, 2018 extending the terms and amounts of the original Interlocal Agreement and supplement from December 31, 2018 to December 31, 2020; and

WHEREAS, a second amendment was entered into on November 3, 2020 extending the terms and amounts of the original Interlocal Agreement and supplement from December 31, 2020 to December 31, 2022; and

WHEREAS, Section 10 of the original Inter local Agreement provides that the Agreement may only be amended by written agreement signed by the parties; and

WHEREAS, the parties recognize that Court activity has been hampered by the NOVEL CORONA VIRUS COVID-19 and has slowed to such a degree that the actual caseload per assigned attorney has declined to such a degree that temporarily the number of assigned attorney should be one and not two; and

WHEREAS, the parties also recognize that, once COVID-19 restrictions have been lifted or mitigated, the case back log and continuous flow of cases is likely to warrant an up-staffing to two assigned attorneys; and

WHEREAS, this agreement is intended to allow for this flexibility over the two-year period at the discretion of the TCPD and within the not-to-exceed amounts of this agreement; and

WHEREAS, the City and the County desire to amend the Agreement, supplement and subsequent amendments to continue the services described in the Agreement by extending the term of the Agreement, and changing the compensation paid to TCPD.

NOW, THEREFORE, the parties agree that their agreement executed on June 4, 2013, as supplemented and amended, shall be amended as follows:

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Third Amendment to Interlocal Agreement for Indigent Defense Legal Services - Page 1 of 3

1. SECTION 3B Compensation for Services shall be replaced by:

B. The City shall pay TCPD for work performed under this Agreement a total sum not to exceed **Four Hundred and Seventy-nine Thousand Three Hundred and Fifty-six no/100 Dollars (\$479,356.00)** for the two-year period of this agreement as follows:

1. The City shall pay TCPD the actual cost of TCPD personnel assigned to Tumwater cases or obtained for overage cases through outside counsel not to exceed **Four Hundred and Forty-nine Thousand Three Hundred and Fifty-six and no/100 Dollars (\$449,356.00)** including **ten and three quarters percent (10.75%)** for indirect cost for both years of this agreement.

2. The City shall also pay TCPD the actual costs of travel, professional services, and extraordinary compensation not to exceed **Fifteen Thousand and no/100 Dollars (\$15,000.00)**, for cases' non-routine expenditures, lay witness fees, mileage and other travel costs for both years of this agreement.

3. The City shall also pay TCPD the actual cost for conflict counsel not to exceed **Fifteen Thousand and no/100 Dollars (\$15,000.00)** for both years of this agreement.

2. SECTION 4A Term and Termination shall be amended as follows:

This Agreement shall commence January 1, 2023 and shall be completed no later than December 31, 2024.

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3. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Thurston County
2000 Lakeridge Drive SW.
Olympia, WA 98512

Debbie Sullivan, Mayor

Date: _____

Signature

Printed Name: _____

Title: _____

Date: _____

ATTEST:

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Clerk of the Board

APPROVED AS TO FORM:
Jon Tumheim, Prosecuting Attorney

By Deputy Prosecutor