

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

AMENDMENT NO. 4

This Fourth Amendment for Indigent Defense Legal Services ("Amendment") is entered into this 19th day of April, 2024 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 January 1, 2021 to December 31, 2022; and

WHEREAS, a third amendment was entered into on June 21, 2022 extending the terms and amounts of the original Interlocal Agreement and supplement from January 1, 2023 to December 31, 2024; 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 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:

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 Eighty-four Thousand Seven Hundred and Fifty with no/100 Dollars (\$484,750.00)** 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 Sixty-five Thousand Seven Hundred and Fifty and no/100 Dollars (\$465,750.00)** including **ten and three quarters percent (10.75%)** for indirect cost for both years of this agreement.

See next page

2. The City shall also pay TCPD the actual costs of travel, professional services, and extraordinary compensation not to exceed **Four Thousand and no/100 Dollars (\$4,000.00)**, 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.

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

This Agreement shall commence January 1, 2025 and shall be completed no later than December 31, 2026. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

4. 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

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jon Tunheim, Prosecuting Attorney

Karen Kirkpatrick, City Attorney

By Deputy Prosecutor