



**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BURIEN AND
THE CITY OF TUKWILA FOR PUBLIC DEFENSE PROGRAM EVALUATION**

THIS IS AN INTERLOCAL AGREEMENT between the City of Burien, and the City of Tukwila, each a municipal corporation of the State of Washington.

WHEREAS, pursuant to the 6th Amendment of the United States Constitution, and Article I, Section 22 of the Washington State Constitution, persons charged with misdemeanors who are deemed indigent are entitled to the effective assistance of counsel at the public expense; and

WHEREAS, the Washington State Bar Association and Washington State Supreme Court have established standards for indigent defense; and

WHEREAS, the federal court decision, *Wilbur v. Mt. Vernon* mandates monitoring and evaluation of municipal public defense programs on a regular basis; and

WHEREAS, it is fiscally and ethically responsible for municipal jurisdictions to exchange monitoring and evaluation services to avoid an impact to the budget and conflicts of interest;

NOW THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by both parties as follows:

1. **AUTHORITY**

This Agreement is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.

2. **PURPOSE**

To comply with *Wilbur v. Mt. Vernon* and have independent evaluation of the municipal public defense program on a biennial basis.

3. **CITY OF BURIEN RESPONSIBILITIES**

In the third quarter of the second year of the biennial budget the Burien City Attorney, or appropriate designee, will:

- 3.1 Review Tukwila Public Defense records comprised of but not limited to available monthly, quarterly and annual caseload and statistic reports, surveys and client comment and complaint forms on file;
- 3.2 Attend a session in Tukwila Municipal Court to observe public defense attorneys;
- 3.3 Contact clients and/or stakeholders, as needed, to obtain additional information; and
- 3.4 Submit a written report summarizing observations and any recommendations or suggested improvements.

4. **CITY OF TUKWILA RESPONSIBILITIES**

In the third quarter of the second year of the biennial budget the Tukwila City Attorney, or appropriate designee, will:

- 4.1 Review Burien Public Defense records comprised of but not limited to available monthly, quarterly and annual caseload and statistic reports, surveys and client comment and complaint forms on file;
- 4.2 Attend a session in Burien District Court to observe public defense attorneys;
- 4.3 Contact clients and/or stakeholders, as needed, to obtain additional information; and
- 4.4 Submit a written report summarizing observations and any recommendations or suggested improvements.

5. INDEMNIFICATION

Each of the Parties shall defend, indemnify and hold the other Party, their officers, officials, employees and agents harmless from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from that other party's negligent acts or omissions in performing under this Agreement. No Party will be required to defend, indemnify or hold the other Party harmless if the claim, suit or action for injuries, death or damages is caused by the sole negligence of that Party. Where such claims, suits or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. Each Party agrees that its obligations under this subparagraph include, but are not limited to, any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this reason, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

6. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this contract shall be subjected to inspection, review or audit by either party at the requesting party's sole expense during the term of this Agreement and shall be retained in accordance with Washington State records retention laws. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

7. DURATION

This Agreement shall be in full force and effect for a period commencing January 1, 2015, and ending December 31, 2016, and shall automatically renew for two-year increments, unless terminated under the provisions hereinafter specified.

8. TERMINATION

Termination. This Agreement may at any time be terminated by either party giving thirty (30) days written notice of their intention to terminate the same.

9. NOTICES

Notices to the City of Burien shall be sent to the following address:

City Clerk
City of Burien
400 SW 152nd St Suite 300
Burien, WA 98166

Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

9. JOINT BOARD/SEPARATE LEGAL ENTITY

It is not intended that a separate legal entity be established to conduct this cooperative undertaking. The City of Tukwila shall act as administrator of this Agreement.

10. FINANCE AND BUDGET

No special budget or funds are anticipated, nor shall any be created. The parties are each responsible for their own finances in connection with this Agreement and no funds shall be exchanged pursuant to this Agreement, and nothing in this Agreement shall be deemed or construed otherwise.

11. PROPERTY ACQUISITION, HOLDING, AND DISPOSAL

The parties do not intend to acquire, hold, or dispose of any real or personal property pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last written below.

CITY OF BURIEN

CITY OF TUKWILA

Kamuron Gurol, City Manager

Allan Ekberg, Mayor

DATE

DATE

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

DATE

DATE

Attest/Authenticated:

Attest/Authenticated:

City Clerk, Monica Lusk

City Clerk, Christy O'Flaherty

DATE

DATE