



McCleary City Council

AGENDA

January 14, 2015

7:00 City Council Meeting

Flag Salute
Roll Call
Public Hearings:
Public Comment:

Minutes: (Tab A)
Mayor's Report/Comments:

Staff Reports: Dan Glenn, City Attorney (Tab B)
Staff Reports (Tab C)

Old Business:

New Business: Indigent Defense Council Interim Contract (Tab D)

Ordinances:

Resolutions: Indigent Defense Case Weighting (Tab E)
Public Defense Standards (Tab F)

Vouchers
Mayor/Council Comments
Public Comment
Executive Session
Adjournment

Americans with Disabilities Act (ADA)
Accommodation is Provided Upon Request

Please Turn Off Cell Phones – Thank You

The City of McCleary is an equal opportunity provider and employer.
La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.

CITY OF MCCLEARY
Regular City Council Meeting
Wednesday, December 10, 2014

ROLL CALL AND FLAG SALUTE Councilmember's Reed, Schiller, Catterlin and Peterson.

ABSENT **Councilmember Ator was absent. It was moved by Councilmember Catterlin, seconded by Councilmember Schiller to excuse Councilmember Ator's absence. Motion Carried 4-0.**

STAFF PRESENT Present at the meeting were Todd Baun, Wendy Collins, George Crumb, Dan Glenn, John Graham and Randy Bunch.

PUBLIC COMMENT Helen Hamilton stated it is not right to put signs up around town without a signature. She also complimented the City on how nice the Christmas lights look.

Brenda Orffer supports keeping the McCleary Police. She is not familiar with the Council's challenges but she can say as a resident, she enjoys the safety and security of a small town. The City of Rainier experienced a crime rate increase when they contracted with the County. She is a health care worker and understands how important response time is during an emergency. She has experienced a time when she needed the County police and knows time is of the essence. Our town has vulnerable populations and we owe them the safety and security of our police. She hopes the City Council will represent the community that elected them on this issue.

MINUTES APPROVED **It was moved by Councilmember Catterlin, seconded by Councilmember Reed to approve the minutes from the November 12, 2014 meeting and the November 19, 2014 meeting. For the December 3, 2014 meeting, change the word, "appropriated" to the word, "reviewed" in the motion for the Budget Ordinance and the Council will approve the payments when they approve the vouchers. Motion Carried 4-0.**

CITY ATTORNEY REPORT None.

MAYOR'S COMMENTS None.

DIRECTOR OF PUBLIC WORKS REPORT Todd Baun provided a report and is available for questions.

GREATER GRAYS HARBOR INC. AGREEMENT Greater Grays Harbor Inc. submitted their annual Service Contract with the City for review and signature. **It was moved by Councilmember Peterson, seconded by Councilmember Schiller to authorize the Mayor to sign the Greater Grays Harbor Inc. Agreement for the cost of \$1,000. Motion Carried 4-0.**

SLATE ROCK SAFETY OUTFITTERS CONTRACT OSHA provided their final rule, which states no later than April 1, 2015, employers must provide workers exposed to hazards from electrical arcs with protective clothing and other protective equipment with an arc rating greater than or equal to the estimated heat energy. Slate Rock Safety can provide the City with the best option and will create accounts for each employee so the City can manage their spending patterns and needs. **It was moved by Councilmember Reed, seconded by Councilmember Peterson to authorize the Mayor to sign the contract with Slate Rock Safety to provide fire resistant clothing. Motion Carried 4-0.**

APPROVAL OF VOUCHERS Accounts Payable vouchers/checks approved were 38804 - 38849 including EFT's in the amount of \$192,852.97 and 38854 - 38898 including EFT's in the amount of \$64,304.24.

Payroll vouchers/checks approved were 38624 - 38719 including EFT's in the amount of \$170,321.55.

Bank reconciliations approved for October and November 2014.

It was moved by Councilmember Peterson, seconded by Councilmember Reed to approve the vouchers. Motion Carried 4-0.

PUBLIC COMMENT

Councilmember Schiller asked if there was any information to share from the County Sheriff's negotiation meeting. Councilmember Catterlin said he met with Larry Peterson, the Sheriff and Under Sheriff and went over everything extensively. They both feel a lot of questions were answered but they have nothing in writing yet. Councilmember Peterson said he was pleasantly surprised by the information provided to them.

Councilmember Schiller said he asked Wendy and Todd to come up with numbers after the last meeting to show what type of cost it would take for different levels of police service to show what can we actually afford. The cost for one officer at 40-hours a week would cost the City \$171,000 a year and when you put Garth Jones's caretakers and LEOFF1 costs on top of that, it increases to \$281,000 a year. For two 40-hour officers a week it increases to \$306,000 a year and when you add Mr. Jones and LEOFF1 costs, it increases to \$391,000. Its \$169,000 difference that could go back into current expense as cash or reserve.

Councilmember Catterlin said we need to look at the other side of the coin, which for \$225,000 a year, we could get two deputies on the road 24-hours a day between Elma and this part of the county, plus one more guaranteed 40-hours a week. For most of the 24-hour day, you will have 2.5 deputies to respond. Plus you will have a response person here who has two backups available 24-hours a day.

Councilmember Schiller asked Chief Crumb if he had 40-hours a week for two officers, with no overtime, how could he deal with that. Chief Crumb said he and John did that in Oakville for awhile and it was rough. John Graham said he and George covered the City when Randy was at the academy. He said he should have a word in this if he's going to be the other 50% of the department and he doesn't think this is the time or place to go over everything with it and would like to have a meeting on it. Councilmember Schiller said he disagrees because we are running out of time. He has been asking about level of service for three years and this is the first time it's being discussed. We need to know what we can we actually afford. John invited Mr. Schiller to walk over to the police department tonight and they can talk about it. Councilmember Schiller repeated he has been asking about level of service for three years. He wants to prove to the people of the City what we can actually afford.

Councilmember Catterlin reiterated something he said last week, which is that none of this is against the McCleary Police Department. He likes the officers and said George is a fine man and has done a great job for many years. We have to look at the fact that property values have plummeted and the tax base of a little town of 1600 people does not provide enough money for what George needs to run his department. He said if we tell George he has to run his department with only \$225,000 a year, he would imagine George would say he can't do that.

George Crumb asked Councilmember Catterlin if the 2.5 county deputies he spoke of were East County patrol area and Mr. Catterlin said it would be called Baker 17 area. Chief Crumb said we have always been called Baker 17 area, which includes Oakville. Councilmember Catterlin said his map does not include Oakville.

Dan Glenn said he has been through contract discussions with the sheriff's office before and until we have something in writing, this conversation is counter-productive.

Helen Hamilton asked if the Sheriff's office supports the Children's Advocacy Program because the City supports it every year and she would like Councilmember Catterlin to ask the County about it during negotiations because it's such an important program.

Dave Sisk said he is a realtor in town and works with a lot of individuals that want to move to McCleary. There are a lot of comments made outside of the community about what goes on at our Council meetings and whether we will have a police department or not. He has people come to him and say they want to purchase in McCleary but not if they don't have a police department. This is going to affect the values for properties in McCleary. There are a lot of vacant properties and this is going to prevent people from considering moving here.

Dan Glenn said it's up to the Mayor if wants to allow more comments or move forward with recessing the meeting. Mr. Sisk agreed to come to the next meeting and voice his concerns.

Councilmember Schiller said it's only 7:25 pm. We have a serious matter here and we have the time to discuss it. He saw a report on TV in Portland this past weekend and they said a city called Happy Valley with a population 16,000, lost their police department by one vote. It's not just us losing our police department. Rochester just lost their police department. It's an issue that is happening all over. We need to talk about level of service. What can we afford. It's the bottom line.

Mayor Dent said the comment period is closed.

EXECUTIVE SESSION

None.

MEETING ADJOURNED

It was moved by Councilmember Peterson, seconded by Councilmember Reed to adjourn the meeting at 7:25 pm. The December 24, 2014 meeting has been canceled. The next meeting will be Wednesday, January 14, 2014 at 7:00 pm. Motion Carried 4-0.

MEMORANDUM

TO: MAYOR AND CITY COUNCIL, City of McCleary
FROM: DANIEL O. GLENN, City Attorney
DATE: January 8, 2015
RE: LEGAL ACTIVITIES as of JANUARY 14, 2015.

THIS DOCUMENT is prepared by the City Attorney for utilization by the City of McCleary and its elected officials and is subject to the attorney-client privileges to the extent not inconsistent with laws relating to public disclosure.

1. **INDIGENT DEFENSE MATTERS:**

A. Indigent Defense Standards: This was originally provided in October or so but was not acted upon. It does need to be implemented so that we are consistent with and in compliance with the Standards going into effect. It is the basis for the adoption of the case weighting resolution discussed more fully in the following section.

All of this came out of a federal district court case finding that a city was not adequately defining and supplying public defense. They got stuck with penalties and fees. Thus, the goal is to avoid that situation.

B. Case Weighting Resolution: As you are aware from prior reports, the Supreme Court has adopted new rules establishing guidelines in relation to the provision of legal defense services to individuals charged with a criminal offense who meet certain financial guidelines. One of those rules has set a limit on how many "cases" a defense counsel may handle in any particular year. In what I will refer to as a "Clintonian" manner, it all boils down to how one defines what is a "case" for purposes of calculating the number.

The Court has allowed the development of a protocol which applies differing weights to cases based upon what is perceived as the normal amount of time defending the matter involved. For instance, defending someone charged with DWLS 3rd,

which is someone whose driver's license was suspended at the time of the stop, but was eligible for reinstatement, normally takes far less time than is involved in handling a Assault 4th, domestic violence. Thus the development of the phrase "case weighting."

I have prepared a draft resolution which would adopt the protocols approved by the State Public Defender Office and adopted by our local District Court. My goals in doing so are both to take advantage of the weighting system and to be consistent with the court in which our criminal cases will now be filed.

I would recommend adoption of the resolution after you have reviewed it and asked any questions you might have.

B. Indigent Defense Services Contract: Since the last meeting of the Council, Mr. Jordan, who has provided indigent defense services for a number of years, has indicated to me that for a variety of factors he will not be able to continue providing the service. The factors include the day upon which our cases will now be heard before the Court, the possibility that the Court may require defense counsel to be present at the time an individual enters a plea, including a plea of not guilty (Judge Blauvelt did not require this.), and the increased distance. Thus, there is the necessity of obtaining an alternative counsel.

I spoke to Mr. Imler who has previously served in this role. However, he indicated that, due to the scheduling and a scheduling conflict arising from another indigent counsel contract, he could not provide the service. Thus, I contacted Ms. Kleespie, who currently provides these services for Elma and Oakville. She has indicated that she is willing to assume the task for at least an interim period. In light of that, I have prepared a draft contract for your review. The amount indicated leaves a portion of the amount budgeted for indigent defense in the event that a conflict situation arises requiring the appointment of an alternative counsel.

I would recommend that the execution of the contract be authorized.

2. EMERGENCY MEDICAL SERVICES MONTHLY FEE/TAX: As you are aware, the City now has in place a new three year contract with FD #5 in terms of providing ALS services for the City's citizens. The most recent resolution in place was adopted in 2012 and provided for rate adjustments at the end of 2012 and 2013, dates consistent with the fact that the contract ran through most of 2014. I would recommend that a review of the existing rate be undertaken by Wendy. Based upon her

recommendation as to rates, I will prepare a draft resolution for your consideration at the next meeting. I will intend to include the provision for the annual adjustment consistent with the terms of the new contract.

3. **STORM WATER UTILITY RATES:** As of the time of the preparation of this report, Mr. Baun and Ms. Collins are reviewing the figures which will be proposed in terms of updating the rates assessed by this utility. I have requested that they also consider providing suggested rates for those developments in which there are STORM WATER ponds which are legally with the ownership of and for which the maintenance responsibility theoretically has been the HOA's but without action. (As you will remember, the rationale of the likely adjustment is that the assumption, at the time of the development's approval, was the development would take on those onsite facilities and absorb the cost. That has not been happening.) Thus, I would anticipate there will be provided a draft resolution for your review although I am uncertain as to whether it will be available for this meeting or for the 28th.

As always, this is not meant to be all inclusive. If you have any questions or comments, please direct them to me.

DG/le

STAFF REPORT

To: Mayor Dent
From: Colin Mercer
Date: January 8, 2014
Re: December Building Department

Activities

- Submit copies of permits issued to Grays Harbor County Assessor's Office.
- High Definition Homes 1493 N Summit Road is in the finishing stage.
- The Beehive is in the rough in stage of phase 2 of their project.
- 116 S 4th Street waiting for owner to complete the project.
- 216 E. Cedar St. - owner has submitted revised plans for this property to demolish existing CMU walls and construct a 2 story wood frame residence.
- 375 S Birch St. permit for structural repairs has been applied for and issued. Work has been substantially completed, corrections given for minor items.
- 108 Summit Place Dr. Garage conversion to Day Care is in the framing stage.

Nuisance Issues in Progress

- 150 Wildcat attempting to work with bank to get property boarded up and the landscape cut down.
- 137 S. 3rd Street, notified tenant that a camper for sale or for living purposes cannot be stored on City Right of Way. Chief Crumb also removed an extension cord from 221 S. Main St to the camper and shop. The utility account holder has requested for the utilities to be shut off and removed from their name. Working with store operator to restore utility service.
- 525 W Maple, tenants do not have active utility services, working with bank to restore services or evict occupants.

Nuisances Resolved

- 150 Wildcat bank did board up the home, assume that it was cleaned up inside and trimmed the landscaping along the roadway to improve sight for Police patrols.
- 137 S. 3rd Street has removed the camper from the City Right of Way, and restored garbage service.

Conservation Program

Month	Applications Received	Conservation Permits Issued	Rebates Paid This Month	Total Rebates Paid To Date
November	2	2	\$.00	\$20,738.00
December	0	0	\$1,582.80	\$22,320.80

Conservation Update:

The City of McClery applied for its portion of the unassigned funds that BPA had available, we received an additional amount of \$2539.40 for conservation projects.

The Simpson Door company has decided to do a lighting project as a custom project utilizing the \$30,000 offered to them. BPA has approved the lighting calculator and Simpson Door has been given the go ahead to proceed with their lighting project through Bill Kostich who works for Energy Smart Industrial.

The Energy Smart Grocer program has yet to secure any projects.

Building Department Activity

ACTIVITY	MONTHLY TOTALS	YEAR TO DATE TOTALS	ACTIVITY EXPLANATION
Customer Service	31	528	Answer building department related questions in person or by phone, meeting with potential applicants.
Building Permits Issued	5	48	Remodels, new construction & additions, both residential and commercial.
Plan Reviews Performed	3	19	Reviewing plans for building code and municipal code compliance.
Inspections Performed	12	183	Field inspections, writing of corrections or approving work.
Finals or Certificates of Occupancies	0	11	Performing of the final inspection & issuing of certificate of occupancy allowing use of the structure.
Complaints Received	2	18	Investigate and address citizen or staff reported issues, obtain resolution or acceptable compromise.
Nuisance Letters Sent	1	53	Formal notice from the City informing citizens of violations and providing expectation of the City for compliance.
Lemay's Garbage Letters Sent	2	61	Formal notice from City after notification from Lemay that service has been stopped.
Building Department Revenue	\$423.60	\$14,735.33	Funds generated by the Building Department from permits, inspections, reviews etc.

Comments:

2014 Permit Type Breakdown:

Commercial - New	1
Commercial Repair / Additions	5
Conservation	21
Demolition	4
Garage / Accessory Structure.....	2
Mechanical.....	14
Placement	3
Residential Addition / Repair / Roof / Deck	8
Side Sewer	5
Single Family Home - New	4

2014 was a mediocre year as far as new construction goes. Several remodel and repair projects were completed both on the residential and commercial side.

The conservation program kept the department quite busy with questions, applications, permits and inspections.

Code compliance is another area that keeps us quite busy, whether it is tracking down property owners, lenders or responsible parties, researching code sections and writing letters.

We look forward to a better 2015.

Staff Report for McCleary Police Department

To: Mayor Dent
From: George M. Crumb, Chief of Police
Date: Wednesday, December 5, 2014
RE: For January 14, 2015 Council Meeting

SUMMARY OF POLICE INCIDENTS / ACTIVITIES:

The below listed information are calls or contacts received by McCleary Police Officers either generated by Grays Harbor County dispatch 911 service, citizen reports, call in reports, citizen contacts, US mail, or other officer generated incidents.

0053 Incident histories reported this year as of time of this report. As of 10:04 hours 010915.
(Close out for 2014 was MC1401986 (1986 Incident Histories in 2014))

00-Assault(s)	00-Noise Complaints
00-Agency Assist(s)	00-No Valid Operator's License (NVOL)
00-Alcohol Offense	00-Police Information-, Protection Order Scv-
00-Audible Alarm	00-Public Works Assist
00-Abandon Vehicle	00-Parking Complaint
00-Animal Complaint	00-Police Referral
00-Burglary	00-Speeding Stops
00-Curfew Violation	00-Speed in School Zone
00-Citizen Dispute	00-Suspicious Person-/Vehicle-/Circumst-
00-Civil	00-Subject Stop
00-Court Order Violation	00-Sex Offense-0/Sex Offen Add Confirmation-
00-Citizen Assist	00-Suicide-0/Suicide Attempt-0
00-DWLS	00-Traffic Offense-/Reckless-0/Hazard-
00-DUI	00-Theft Reports/Vehicle-(Shop lifter-)
00-Disorderly Conduct	00-Traffic Accident
00-Drug Incidents (VUCSA)	00-Traffic Stop
00-Death Report(s)	00-Trespass
00-Domestic Violence/Verbal/Mal Mis.	00-Vehicle Prowl-0/Prowler-0
00-Extra Patrol Request	00-Vehicle Lockout Assist-/Disabled-
00-Fire Responses	00-Warrant Confirmation
00-Found/Lost Property Report(s)	00-Warrant Search
00-Fraud/Firearm Compl-	00-Warrant Arrest
00-Harassment-	00-Welfare Check
00-Insurance Violation(s)	00-Weaponss Offense
00-Juvenile Problem/Run-a-way	00-911 Open Line or Hang Up
00-Motorist Assist	00-No classification-, or Unknown Problem-
00-Malicious Mischief	00-Threats by Phone-
00-Missing Person	

Discussion: Open: unit histories available for discussion.

Council Members Present: ALL.... Mr. Catterlin-Position 1, Mr. Reed-Position 2,
Mr. Peterson-Position 3, Mr. Schiller-Position 4,
Mr. Ator-Position 5.

Mayor Dent: Present / Not Present _____

Officer Reporting: Chief Crumb _____

STAFF REPORT

To: Mayor Dent
From: Kevin Trewhella, Water & Wastewater manager
Date: January, 9, 2015

During the month of December our day to day operations, at The Water Treatment Plant, was very good.

At the Waste Water Treatment plant the day to day operations are generally very good. We have turned in our Annual Biosolids Report to the Department of Ecology. In 2014 we trucked out 678 tons of Biosolids to be incorporated into the soil.

In December we were having some challenges with the CPU that runs the plant, this had to be replaced or we would have run the chance of violating our permit.

The Mechanical Seal on our Effluent cooling pump was replaced and the pump is ready to go back into service this spring.

At the Cedar Heights Lift Station we have a seal leak on one of the pumps, we are looking at cost of repair vs. replacement

STAFF REPORT

To: Mayor Dent

From: Colin Mercer Webmaster

Date: January 8, 2015

Re: December Website

Re-Occurring Website Activities

- Council Agenda/Packet posted online.
- Council Minutes posted online.

New Website Activity

- Post the Christmas tree and train lighting ceremony flyer.
- Remove 3rd Street open house notice from the home page sidebar.
- Post cancelled council meeting for December 24th.
- Post City Hall Close early on December 19th & 31st.
- Add a sidebar to the Conservation Page showing the remaining BPA funds for conservation projects.
- Move 2014 Council Packets and Minutes to previous year page.
- Post 2015 Council Dates on Events Calendar.
- Post 2015 Food Bank Dates on the Events Calendar.
- Post 2015 Rates for the Cemetery and all Utilities.

Additional Tasks

- Generate 2015 fee schedule

Website Comments:

- None this month

Website Traffic December 1, 2014 through December 31, 2014 (Top visited pages shown only)

Section	Page Views	Percent of Total
Default Home Page	3071	28.05%
Events Calendar	578	5.28%
Agendas and Minutes	469	4.28%
City Jobs	399	3.64%
Conservation Program	390	3.56%
Cemetery Data Page	363	3.32%
City Departments	346	3.16%
Administration	309	2.82%
Utilities	289	2.64%
Mayor and Council	235	2.15%
Municipal Code	194	1.77%
2008-15 Budget	191	1.74%
Bear Festival	174	1.59%
Chamber of Commerce	174	1.59%
Staff Page	149	1.36%
Police	149	1.36%
Helpful Links	145	1.32%
City Forms & Documents	144	1.32%
Tell Us What You Think!	142	1.3%
FAQ's Page	137	1.25%
Public Facilities	136	1.24%
Interlocal Agreements	126	1.15%
Citizens Help Desk	113	1.03%
Light & Power	111	1.01%
Ordinances	99	0.9%
Planning Department	97	0.89%
Search Results	92	0.84%
Water / Wastewater	82	0.75%
Home Page	73	0.67%
Cemetery	71	0.65%
Shoreline Master Program	67	0.61%
Municipal Court	66	0.6%

CONTRACT

THIS CONTRACT, made and entered into by and between the CITY OF McCLEARY, a municipal corporation, hereinafter "McCLEARY", and the KLEESPIE LAW OFFICES, LLC, the principal of which is AMANDA KLEESPIE, WSBA #371114, whose address is 118 W. Marcy Avenue, Suite 1, Montesano, Washington 98563, hereinafter "KLEESPIE".

R E C I T A L S :

1. Counsel who has been previously providing indigent defense services has informed the City he will no longer be available to provide those services as of the end of December, 2014.

2. While further review is undertaken by the Parties, the City Attorney has recommended to the City Council that KLEESPIE commence the provision of the legal services by the assumption of the primary responsibility for the provision of indigent defense services to qualifying individuals charged in the Court of Limited Jurisdiction (the Court) in which the

City files criminal charges. The Council has confirmed that recommendation and authorized the execution of this agreement.

3. The Parties wish to memorialize their agreement as to the terms of this relationship and also make provision for automatic renewal unless notice is given.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

SECTION I: McCLEARY shall continue to pay KLEESPIE the current sum of SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675.00) per month until further modified by agreement of the parties or upon the giving of notice of termination by either party, whichever shall be later.

SECTION II: Scope of Services:

A. General Statement: Pursuant to RCW Chapter 10.101, all indigent criminal defendants determined to be eligible for appointed counsel and charged under ordinances of the City who qualify, will be referred to KLEESPIE. KLEESPIE will provide legal representation for each of these defendants from court appointment through trial, sentencing, post-conviction review, and any appeals to Superior Court. Such cases shall include domestic violence cases.

KLEESPIE shall be responsible for representing every indigent person who is, or has been, arrested or charged with any crime or violation of probation before the Court for which court-appointed counsel for indigent defendants is required, either under the Constitution of the United States or under the Constitution, laws, court rules, or case law of the State of Washington.

B. Time of Commencement: This representation shall be commenced whenever such arrested or accused person, having been apprised of his constitutional and statutory rights to counsel, requests the appointment of counsel to represent her or him or the Court orders that he or she be represented by counsel. Such obligation is waived where the arrested or accused person, having been apprised of his or her right to counsel in open court, affirmatively rejects or intelligently repudiates his constitutional and statutory rights to be represented by counsel. If good cause is shown or when there is more than one defendant with conflicting interests, or in any case, the Court may, upon its own motion or upon application of KLEESPIE or the indigent accused, appoint counsel other than KLEESPIE for the accused. The fees of said additional attorney will be paid by the Court.

C. Client Contact: KLEESPIE will provide criminal defense services at in-custody bail hearings and will be available to talk and meet with indigent defendants who may be held in the Grays Harbor County Jail. Further, KLEESPIE will make arrangements to meet with clients prior to the pre-trial date. To the extent requested by KLEESPIE, the City will provide a conference room at City Hall for such meetings or the KLEESPIE may meet with the client in her offices.

D. Telephone Access: KLEESPIE shall provide to the City Police Department the telephone number or numbers at which KLEESPIE can be reached for critical stage advice to defendants during the course of police investigations and/or arrests twenty-four (24) hours each day.

E. Duty in Event of Ineligibility: Should KLEESPIE determine a defendant is not eligible for assigned counsel, KLEESPIE shall so inform the court and move to withdraw from the case.

SECTION III: GENERAL CONDITIONS:

A. Staffing: It is recognized that during the term of this contract KLEESPIE may utilize the services of other counsel to assist her. Any counsel associated with, employed by, or utilized by KLEESPIE to provide the services required

under this contract shall have the authority to perform the services called for herein. As indicated, KLEESPIE may employ associated counsel to assist at KLEESPIE's expense.

KLEESPIE and all associated counsel hired pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington. Sufficient counsel shall be provided to represent defendants during vacation, illnesses, and settings in more than one courtroom. No legal interns shall be used unless agreed to in advance by the City. KLEESPIE shall have staff available to receive contacts from clients and court staff during normal business hours.

Further, KLEESPIE shall have a facsimile machine available to receive transmissions from the Court or City Attorney twenty-four hours per day, seven days per week. Additionally, it shall maintain and provide the address of an e-mail account having adequate capacity to receive the dockets transmitted by the Clerk of the Court.

B. Professional Liability Coverage: During the term of the Contract, KLEESPIE shall have professional liability coverage in a minimum amount of \$1,000,000.00. She shall provide proof of such insurance upon the City's request.

C. Indemnification: KLEESPIE shall indemnify, defend, and hold the City, its elected officials and employees, agents and volunteers harmless from any and all claims, losses, or liability, including all costs and attorneys' fees, arising out of KLEESPIE's performance of obligations pursuant to the Contract, including claims arising by reason of accident, injury, or death caused to persons or property of any kind occurring by the fault or negligence of KLEESPIE, her associates, agents, and employees.

To the extent that any of the damages referenced by this paragraph are caused by or resulting from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence of KLEESPIE, her associates, agents, and employees.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of KLEESPIE and the City, its officers, officials, employees, and volunteers, KLEESPIE's liability hereunder shall be only to the extent of KLEESPIE's

negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes, to the extent that it might possibly exist in a contract for provision of professional services, KLEESPIE's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been *mutually negotiated* by the parties. The *provisions* of this section shall survive the expiration or termination of this Agreement.

D. Standards for Public Defense Services:

1. KLEESPIE shall comply with the standards for public defense services as may be adopted by the City pursuant to chapter 10.101 RCW. In addition to any standards adopted specifically by the City, the standards adopted by the Washington State Bar Association and the Supreme Court of the State of Washington shall govern. In provision of services to any individual to whom KLEESPIE is appointed to provide defense services under this Contracts, those standards shall govern the provision of her services under this contract

2. KLEESPIE shall submit all certifications, whether in relation to qualification of counsel utilized, compliance with training requirements, certification of

caseload limits, or otherwise, required under the standards set for in sub-paragraph 1 of this Section.

SECTION IV: TRANSITIONS:

A. Commencement: It is recognized that Michael Jordan has served as primary counsel during the year 2014. It is agreed that, to the extent necessary, KLEESPIE may be substituted as the legal representative of and to continue the defense of any indigent defendant to which Mr. Jordan has been appointed to the extent that any such case is not resolved during any period of transition provided by the contract with Mr. Jordan.

B. Relinquishment: At such time as this Contract is brought to termination, the parties agree that, to allow a transition, the following payment pattern shall apply:

1. As of the month in which cases are no longer allocated to KLEESPIE and in furtherance of bringing the cases to a point of resolution, KLEESPIE shall receive an amount which shall be equal to 60 percent of the normal monthly amount.

2. For the second month following the termination of appointments, KLEESPIE shall receive 30 percent of the

contract balance so long as she in fact is continuing to work on the resolution of cases.

3. As to any and all cases pending at the end of the second month, if the Defendants have failed to appear, then KLEESPIE shall be relieved of any further responsibility of representation. In the event the matters have been set for trial, then KLEESPIE shall complete the trial process without additional compensation.

In effectuating any such transition, KLEESPIE recognizes that she shall use all reasonable efforts to resolve the cases during that two month period.

SECTION V: City's Assistance:

A. Documents & Codes: The City agrees to provide to KLEESPIE, without cost to KLEESPIE, copies of such police reports as may be provided to the City Attorney. Further, the City shall provide KLEESPIE with a copy of the City Criminal Code and any amendments thereto adopted during the term of this Contract.

B. Expert Witness Fees: The City shall pay directly or reimburse KLEESPIE for reasonable expert witness fees if the Court orders an expert witness upon motion of KLEESPIE.

SECTION VI: This contract shall be deemed to commence as of January 1, 2015, and continue on a month to month basis, unless earlier terminated by the Parties. It is agreed this contract may be terminated by either party upon the giving of sixty (60) days' written notice of termination during the initial term or any extension thereof. Such termination shall not affect KLEESPIE's duties as set forth in this agreement, nor the CITY's duties as set forth under this agreement. In the absence of any such notice of desire to terminate, the monthly renewals shall be automatic.

SECTION VII: Notices:

A. Method: Notices shall be given in writing. If mailed, they shall be deemed received upon the third business day following their mailing, properly addressed and postage prepaid, certified mail, return receipt requested, to the address stated below. If personally delivered, they shall be deemed received upon the date of actual receipt.

B. Location:

1. The City: Any notice to be given to CITY shall be given to the Clerk-treasurer of McCLEARY. For purposes of receipt of notice, the CITY's address for personal delivery

shall be 100 S. 3rd Street, McCleary, Washington 98557, and is the same for mailing purposes.

2. KLEESPIE: Any notice, whether by mail or personally, to be given to KLEESPIE shall be given to KLEESPIE at the physical address stated above.

EXECUTED IN MULTIPLE COPIES UPON THE DATES STATED BELOW.

KLEESPIE LAW OFFICE

DATE By _____
AMANDA KLEESPIE

CITY OF McCLEARY:

DATE _____
D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

RESOLUTION NO. _____

**A RESOLUTION RELATING TO THE PROVISION OF
PUBLIC DEFENSE SERVICES TO INDIGENT
DEFENDANTS, ADOPTING A CASE WEIGHTING
SCHEDULE.****R E C I T A L S :**

1. The City has previously adopted provisions in relation to the provision of public defender services so as to insure consistency with the provisions of the applicable statutes and court rules.

2. The Rules issued by the Supreme Court have established restrictions upon the number of criminal cases which an attorney providing public defender services may assume during any particular time period. However, they have recognized the fact that there is a differential among criminal cases as to the amount of time required to properly provide services to the individual defendant by authorizing a "case weighting" system.

3. Since counsel providing public defense services to qualifying individuals charged in the City's court also provide such services in the County's District Court, it is found appropriate to adopt a case weighting system identical to the one utilized in that court pursuant to the County Commissioner's adoption of Resolution 2014-112.

RESOLUTION - 1
1-7-15
DG/le

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR SIGNING IN AUTHENTICATION THEREOF:

SECTION I: Subject to adjusting factors specified hereafter, the following presumptive case weights shall be applied in approving payments for indigent defense case completion in the Montesano Municipal Court.

(i)

Presumptive Case Weight:	Service:
1.0	Unlisted Criminal Traffic Gross Misdemeanors
0.5	Unlisted Criminal Traffic Misdemeanors
1.0	Unlisted Criminal Non-Traffic Gross Misdemeanors
.05	Unlisted Criminal Non-Traffic Misdemeanors
1.5	DUI; Physical Control
0.75	DWLS/R 1 st Degree and 2 nd Degree
0.5	DWLS/R 3 rd Degree
1.0	Reckless Driving; Negligent Driving 1 st Degree
1.5	Domestic Violence Offenses
1.0	All No Contact, Protection & Restraining Order Offenses
0.35	Probation, Suspended & Deferred Sentence Violation Cases
0.35	"Stipulated Order for Continuance" Violation Cases
0.5	Deferred Prosecution Violation Cases

RESOLUTION - 2
1-7-15
 DG/le

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

- 0.5 Fugitive From Justice/Extradition Proceedings
- 0.5 Representation of Material Witness
- 0.5 Representation of person subject to Involuntary Commitment for Substance Abuse
- 0.5 Felony Preliminary Appearance/Hearing Dismissed without formal preliminary hearing, whether or not re-filed in Superior Court
- 1.5 Felony Preliminary Hearing; Preliminary Hearing Held
- 3.0 Appeal of criminal conviction to Superior Court; Increase to 4.0 if appeal proceeds to full argument before the Superior Court.

(ii) Felony case reduced to misdemeanor or gross misdemeanor will be weighted based on the reduced charge.

(iii) Multiple charges from the same incident shall be counted together as one case with a case weight equal to the highest presumptive weighted charge, whether or not the charges are filed by one or more citations or complaints.

(iv) Case-Specific Adjustments: Because credits are assigned to cases based on an average amount of time needed for each charge type, ordinary deviations in how complex a case is or how long it takes do not justify an adjustment to a case's credit value. It is assumed that attorneys will receive a mix of cases of varying complexity and effort, ending with a caseload that closely approximates a full-time caseload. However, an attorney may request that the Administrator adjust the weighted credit for any particular case upwards for substantial work on extraordinary cases in which the credit assigned does not adequately reflect the complexity or time and effort involved in the representation.

(v) Any case in which an order is entered to require the defendant to be evaluated for competency to stand trial shall have its weight increased by 0.5.

(vi) Defense counsel may be allowed to withdraw after the appeal period has run (usually 30 days) upon the entry of any final order or judgment in a case.

(viii) In the event appointed counsel's client fails to appear at any mandatory appearance and a warrant is issued for that

RESOLUTION - 3

1-7-15

DG/1e

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

client's arrest, defense counsel may be allowed to withdraw after 30 days have passed. In the event the client reappears before the court in that same case and in the same calendar year as the appointment of counsel was made, former appointed counsel may be reappointed and the case shall not constitute a "new" case, but continue to be counted and weighted as if the client had not failed to appear and counsel had not withdrawn.

PASSED THIS _____ DAY OF _____, 2015, by the City Council of the City of McCleary, and signed in authentication thereof this _____ day of _____, 2015.

CITY OF McCLEARY:

D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

RESOLUTION NO. _____

**A RESOLUTION RELATED TO THE ADOPTION OF
PUBLIC DEFENSE STANDARDS.**

R E C I T A L S:

1. Section 10.101.030 of the Revised Code of Washington requires cities operating a court to adopt standards for the delivery of public defense services.

2. That statute provides that the standards endorsed by the Washington State Bar Association for the provision of public defense services "should serve as guidelines" to the City Council in adopting standards.

3. Also, the Washington State Supreme Court has adopted Standards for Indigent Defense more specifically, Standard 3 regarding case load limits. It is anticipated that the Council will subsequently adopt a formal resolution setting forth a case weighting resolution as allowed by those rules.

4. It is found to be most effective to adopt by reference those standards, including any mandatory amendments which may be adopted after this date.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR SIGNING IN AUTHENTICATION THEREOF:

RESOLUTION - 1
1-8-15
DG/le

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

SECTION I: Public Defense Services shall be provided to all individuals who qualify for such services in a manner consistent with the minimum standards set forth by the Washington State Bar Association, the Rules of Professional Conduct, and applicable court rules adopted by the Washington State Supreme Court defining the duties of counsel and the rights of defendants in criminal cases. These standards and rules are hereby adopted by reference, as they now exist or are hereafter amended or succeeded.

SECTION II: Public Defense shall be provided to indigent clients whose eligibility has been determined through an established screening process.

SECTION III: All Public Defenders providing services by contract shall certify their compliance with the standards for indigent defense by filing a Certification of Compliance as required by the applicable provisions of the adopted rules and standards. Such forms shall be filed with the City's Municipal Court. Copies of each Public Defender's certification shall be available to the City on request.

SECTION IV: The Public Defender shall comply with all federal, state, and local non-discrimination laws or ordinances. The duty of non-discrimination relates not only to the provision of services by the Public Defender to the clients, but also with respect to the hiring and employment practices of the Public Defender Contractor.

RESOLUTION - 2
1-8-15
DG/le

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

SECTION V: The City recognizes that by adopting these Standards by reference, it is important that changes be reviewed on a regular basis, at least annually. Accordingly, the Mayor and Clerk-Treasurer may provide a report to the Council in conjunction with the annual budget process so that it may evaluate the need to update these Standards, as well as any Public Defense contract or the other elements of the criminal justice system such as the Court, prosecutor, and police department.

SECTION VI: In recognition of the various effective dates of the standards and rules adopted by reference, they shall become applicable only as of the effective date set out by the issuing entity or authority.

PASSED THIS _____ DAY OF _____, 2015, by the City Council of the City of McCleary, and signed in authentication thereof this _____ day of _____, 2015.

CITY OF McCLEARY:

D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

RESOLUTION - 3
1-8-15
DG/le

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

RESOLUTION - 4
1-8-15
DG/le

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557