

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, FEBRUARY 27, 2018**



COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM

PAGE

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
4. **NEW BUSINESS**
 - A. Henry Strom, Superintendent, Grandview School District – School Safety & Cooperation 1
 - B. West Second/Hillcrest Intersection Improvements (Grandview Middle School) – WSDOT 2018 City Safety Program Grant Application 2-10
 - C. Police Department Additional Staffing Request
 - D. Draft Economic Development Brochure 11-12
 - E. Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with William Schuler III 13-24
5. **OTHER BUSINESS**
6. **ADJOURNMENT**

Anita Palacios

From: Kal Fuller <kalf@co.yakima.wa.us>
Sent: Wednesday, January 10, 2018 4:21 PM
To: Anita Palacios
Subject: COW

Henry confirmed that Feb 27th would work for his council presentation on "School Safety and Cooperation",

Kal Fuller
Police Chief

Grandview Police Department
201 W 2nd St
Grandview, WA 98930
(509)882-2000

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE	AGENDA NO. New Business 4 (B)
West Second/Hillcrest Intersection Improvements (Grandview Middle School) – WSDOT 2018 City Safety Program Grant Application	AGENDA DATE: February 27, 2018
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Public Works Department	N/A

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR	MAYOR
	

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

At the January 22, 2018 and February 13, 2018 Council meetings, City Administrator Arteaga reported that City and School District representatives were in discussions regarding a need for improvements at the West Second/Hillcrest intersection to improve pedestrian safety and vehicle travel in front of the Middle School. New street lights at the intersection were ordered for installation to improve visibility. In addition, the School District also added additional crossing guards at the intersection during school hours.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

He advised that a funding opportunity was available through the Washington State Department of Transportation 2018 City Safety Program to provide grant funds for intersection, mid-block or corridor improvements based on crash history. In 2017, there were five vehicle/pedestrian accidents in this area. Applications are due on April 16th. The design of the project would require a 10% match with the City and School District sharing the cost depending on the recommended improvement. For example, a \$600,000 project would require approximately \$120,000 for design (with a 10% match) therefore 50% of that would cost each partner approximately \$6,000 each. If the application was awarded, construction would be funded at 100%. Attached are three conceptual design options for improvements to West Second Street.

ACTION PROPOSED

Request direction to apply for funding.

Anita Palacios

From: Stephen Hazzard <shazzard@hlacivil.com>
Sent: Thursday, January 11, 2018 1:50 PM
To: Cus Arteaga
Cc: Anita Palacios; Mike Battle
Subject: 2nd and Hillcrest potential funding application information
Attachments: LP_2018CitySafetyProgramApplication.docx

Cus,

Below is information regarding the 2018 City Safety Program funding information and attached is a copy of a blank application that Mike wanted me to send to you for the potential project at 2nd and Hillcrest. Please let me know if you have any questions.

WSDOT – 2018 City Safety Program (\$25 million for cities; Federal \$; applications open ~ January 8, 2018; applications close April 16, 2018)

The cities qualified to apply for this WSDOT safety program received an email and an invitation to attend a workshop on how to create a Local Road Safety Plan. Creating this Plan allows the city to submit a single application with their Plan by April 16th and have all of the prioritized projects identified in their Plan considered for funding.

If a city chooses not to complete a Plan, the city may still apply for singular projects that fit the definition of the Spot Location below:

Spot Location:

- Funds projects at intersections, mid-block locations, or on corridors
- Projects must be based on crash history and are prioritized/selected using benefit/cost analysis
 - Examples: road diets, pedestrian crossings, signal timing, roundabouts, reflective signal backplate tape, high friction surface treatments.

Systemic:

- Funds low cost, widespread, risk-based projects in the entire city or over wide areas in the city.
- **New for 2018: Cities must submit a Local Road Safety Plan to apply for funds (can be submitted with application by April 16th)**
 - Examples: rumble strips, guardrail, signing/striping upgrades, delineation, high friction surface treatments, roadside improvements.

Why are you eligible?

- WSDOT has evaluated all cities for serious accidents or fatalities and your city had at least one.
 - WSDOT provided this information to cities that attended the workshop.
 - HLA collected the data for the cities it currently does business with, attended the workshop, and contacted your city to provide you with a pdf copy of the data they gathered at the training.

What is in this new Plan and why would I create one by April 16th? (range of time Counties took to create their Plans = 20hrs – 500 hrs (avg = 80 hours)

- WSDOT has a good example on their website at [ftp://ftp.wsdot.wa.gov/public/LocalPrograms/Traffic/2018CitySafetyProgram/CowlitzCoStratRiskBasedAssess\(LocalRoadSafetyPlan\).pdf](ftp://ftp.wsdot.wa.gov/public/LocalPrograms/Traffic/2018CitySafetyProgram/CowlitzCoStratRiskBasedAssess(LocalRoadSafetyPlan).pdf) , basically WSDOT is looking for the following elements in the Plan:
 - Data,
 - Analysis,
 - Prioritization process (types of risks evaluated),

- List of prioritized projects, and
- Countermeasures (meant to address the risks).

Stephen S. Hazzard, PE
HLA Engineering and Land Surveying, Inc.
509-966-7000
shazzard@hlcivil.com

2018 City Safety Program Application for Funding



Washington State
Department of Transportation

Local Programs

Part 1: Agency Information

Contact information for questions about the project(s) in this application

- Agency name:
- Contact name:
- Title:
- Phone:
- Email:

Regional or metropolitan planning organization name:

WSDOT Region where work will occur: See <http://www.wsdot.wa.gov/LocalPrograms/regional.htm> for more information.

Northwest. Olympic. Southwest. North Central. South Central. Eastern.

District: See <http://app.leg.wa.gov/districtfinder/> for more information on the following.

- State legislative district #(s):
- Congressional district #(s):

Americans with Disabilities Act (ADA)/Section 504 of the Rehabilitation Act requirements: Note the city/town's progress toward meeting the following requirements for the public right of way. Example: Not started, 25% complete, complete. See WSDOT's [Local Agency Guidelines Manual Chapter 29](#) for details.

- ADA/Section 504 Coordinator:
- Complaint/Grievance procedures:
- Notice of ADA provisions:
- Self-Evaluation:
- Transition plan or program access plan:
- Accessible pedestrian signal and pushbutton policy if a transition plan or program access plan has not been completed for the public right of way and the jurisdiction uses or gets requests for accessible pedestrian signals and pushbuttons:

Part 2: Project Information

Funding Program: 2018 City Safety Program

Subprogram: Select one. Spot Location. Systemic.

Award date: Fall 2018

Project Title: Provide a title for each Spot Location project and for every project within the Systemic priority list.

Notes:

1. Provide all of the following information for each Spot Location project and for every project within the Systemic priority list. Use the formats shown below.
2. The information below must be determined assuming the project will be constructed by design-bid-build or design-build and not by the agency's forces.
3. Include a vicinity map(s) showing the location of all improvements/countermeasures.
4. For projects that add or revise travel lanes or sidewalks, include a conceptual plan and cross section showing the existing and final configurations.
5. If applying for the Systemic subprogram, the information below must match what is in the city/town's local road safety plan. Include the local road safety plan with this application.
6. Include a detailed cost estimate for each phase (preliminary engineering, right of way, and construction).

Description of Work: For Spot Location projects, list each improvement/countermeasure separately. For the Systemic subprogram, list projects in order from highest to lowest priority.

Improvement/Countermeasure/Project 1: *Example: Convert permitted phasing to flashing yellow arrow.*

1. Priority Location 1: *Example: Lee Ave. & Main St*
 - a. Direction 1: *Example: Northbound*
 - b. Direction 2: *Example: Southbound*
2. Priority Location 2: *Example: Reyes Blvd. & Fern St.*
 - a. Direction 1: *Example: Eastbound*

Project Schedule (Estimated milestones): For the Systemic subprogram, copy this table for each project.

Project added to the Statewide Transportation Improvement Program (STIP)	Mo./Yr.
Project agreement signed with WSDOT Local Programs	Mo./Yr.
Begin PE (PE phase authorized by FHWA through WSDOT Local Programs)	Mo./Yr.
Community/stakeholder engagement complete	Mo./Yr.
Environmental documents (required for every project) approved by WSDOT Local Programs	Mo./Yr.
Right-of-way completed (certification by FHWA through WSDOT Local Programs)	Mo./Yr.
Contract advertised	Mo./Yr.
Contract awarded	Mo./Yr.
Construction complete	Mo./Yr.

Project Cost and Funding Request: For the Systemic subprogram, copy this table for each project.

Phase	Cost of entire phase	Match amount	Amount requested from this program
Preliminary Engineering (PE)	\$	\$	\$
Right-of-Way (RW)	\$	\$	\$
Construction (includes construction administration) (CN)	\$	\$	\$
Total	\$	\$	\$

1. Round all numbers to the nearest \$100.
2. This program requires a 10% match for both the PE and RW phases. Show a 10% match for each phase. Only show a 10% match for the CN phase if the city/town does not expect to get construction authorization by April 30, 2021. If the city/town plans to meet this date, show \$0 in the table. Federal funds cannot be used as match.

Provide all of the following information for each Spot Location project and for every project within the Systemic priority list.

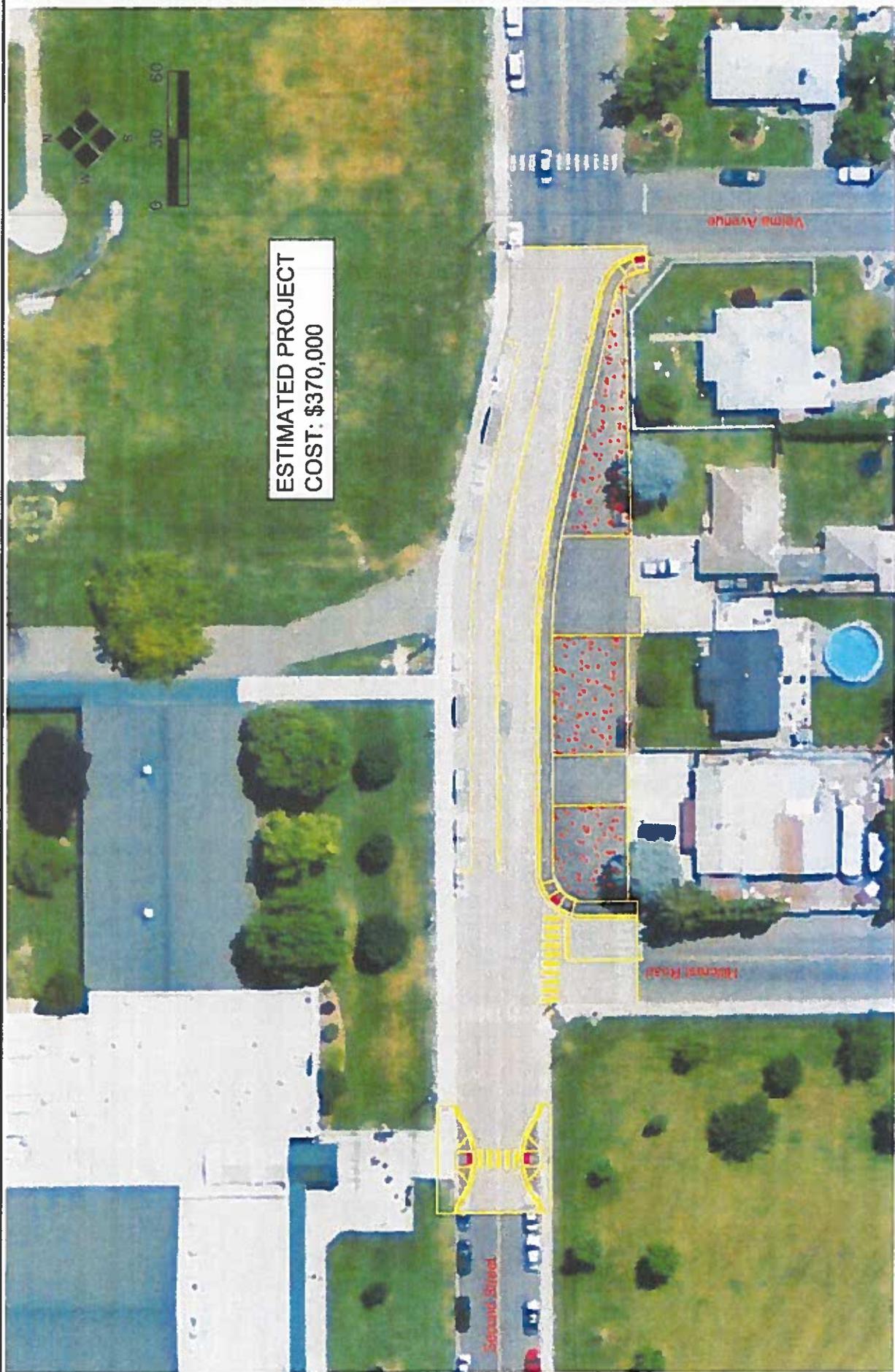
1. **Limits of work:** Beginning: _____ Ending: _____
2. **Project in adopted plan?:** If this project is in an adopted plan, list the plan name and date adopted:
3. **Has this project had community/stakeholder engagement?** Yes. No.
4. **Coordination with other jurisdictions:** If any roadways in this application are owned or managed by another jurisdiction, such as a county, Indian tribe, federal agency, or WSDOT, list the roadways here:

Include a letter or email from each of the other jurisdictions that indicates concurrence with this application. Projects on state routes shall be coordinated through the appropriate WSDOT regional office identified above. Contact the Region Local Programs Engineer at <http://www.wsdot.wa.gov/LocalPrograms/regional.htm> to start this process.

5. **Current Project Information:** Is this a current project? No. Yes. If yes, answer the following questions.
 - a. **Existing Project Number (if assigned – otherwise state “Not yet assigned”):**
 - b. **Explain the status and why your jurisdiction is applying for additional funds:**
 - c. **Explain if the project description, schedule, or budget has changed and if so, how and why:**
 - d. **Does the project have current federal funding?** No. Yes. Identify the funding program (Highway Safety Improvement Program, Surface Transportation Block Grant Program, etc.):

Crash data for Spot Location projects only: List the fatal and serious injury crashes this project has the potential to address. The project must address one or more fatal and/or serious crashes from 2012-2016. [See definitions for injury levels.](#)

Location	Crash report number	Year
1.		
2.		
Etc.		



ESTIMATED PROJECT
COST: \$370,000

CITY OF GRANDVIEW
SECOND STREET
ROADWAY IMPROVEMENTS
OPTION 1

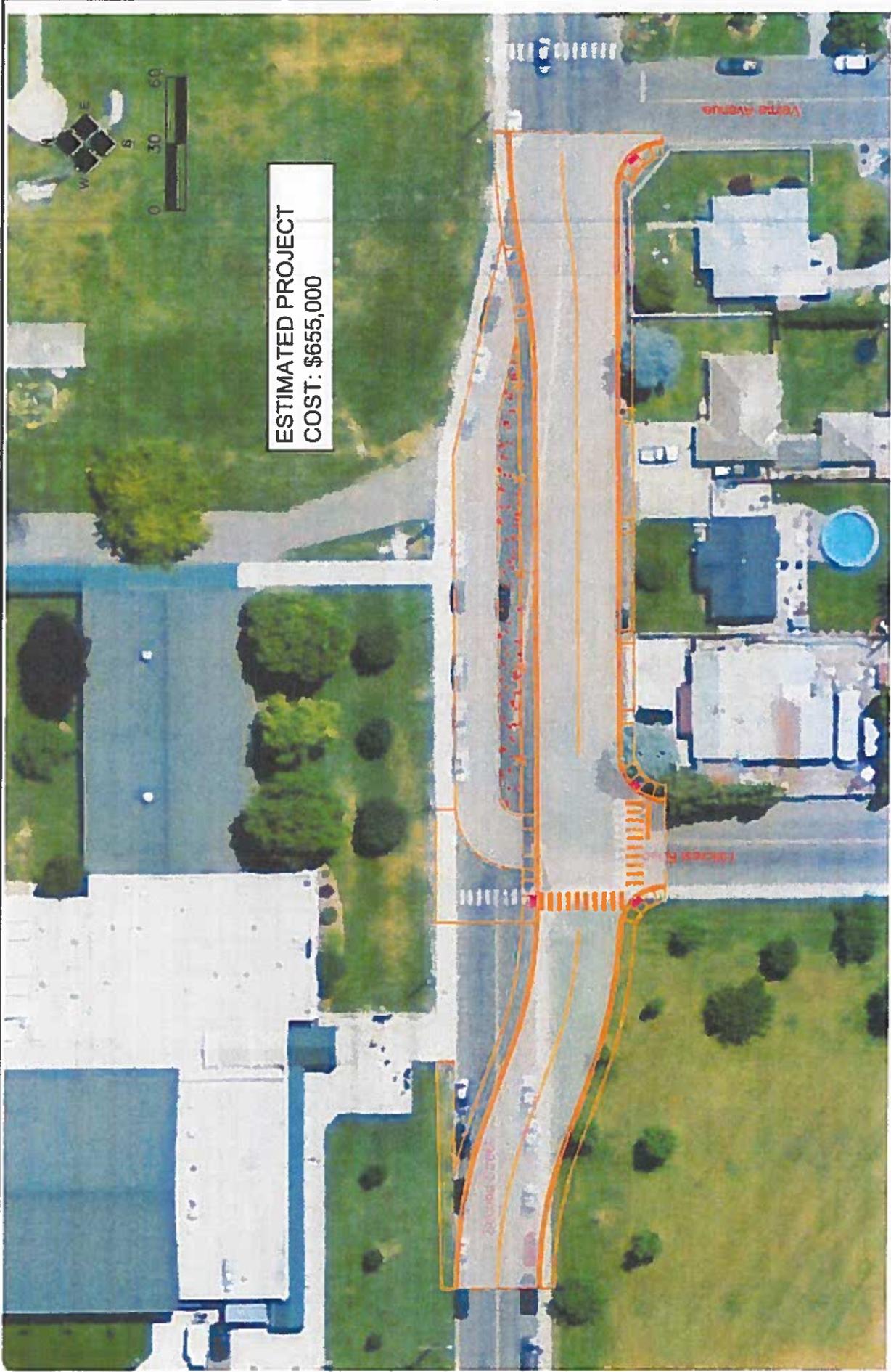
JOB NO: 17007
DRAWING: SecondSt.dwg
DATE: 12-13-17
DRAWN BY: AJH
CHECKED BY: SSH

2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com



HLA
Engineering and Land Surveying, Inc.





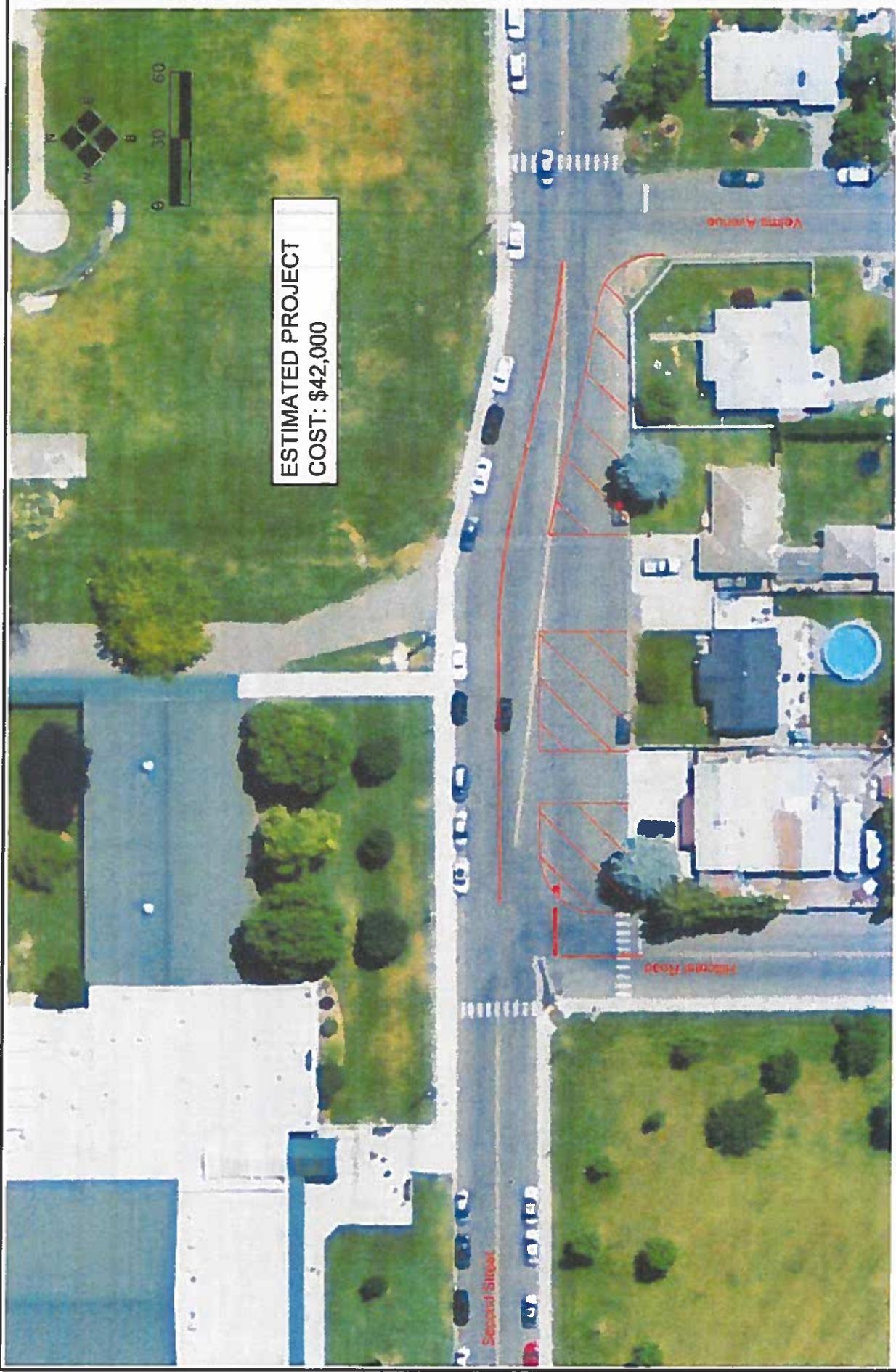
ESTIMATED PROJECT
COST: \$655,000

CITY OF GRANDVIEW
SECOND STREET
ROADWAY IMPROVEMENTS
OPTION 2

JOB NO: 17007
DRAWING: SecondSt.dwg
DATE: 12-13-17
DRAWN BY: AJH
CHECKED BY: SSH

2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlaivt.com





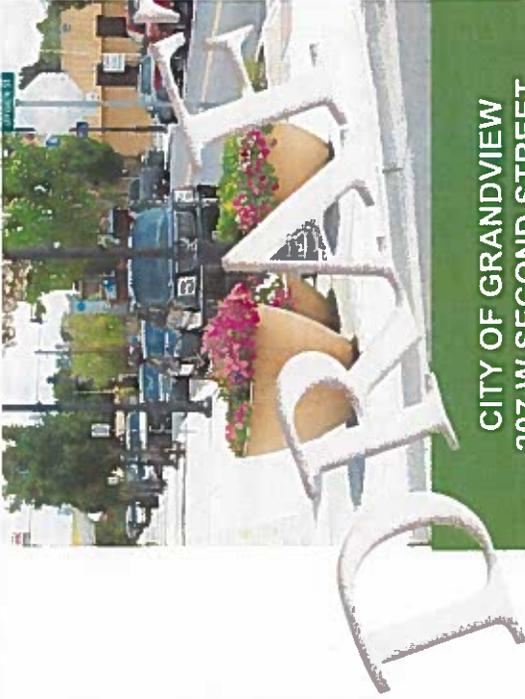
ESTIMATED PROJECT
COST: \$42,000

CITY OF GRANDVIEW
SECOND STREET
ROADWAY IMPROVEMENTS
OPTION 3

JOB NO: 17007
DRAWING: SecondSt.dwg
DATE: 12-13-17
DRAWN BY: AJH
CHECKED BY: SSH

2803 River Road
Yakima, WA 98902
509.966.7000
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www.hilavil.com





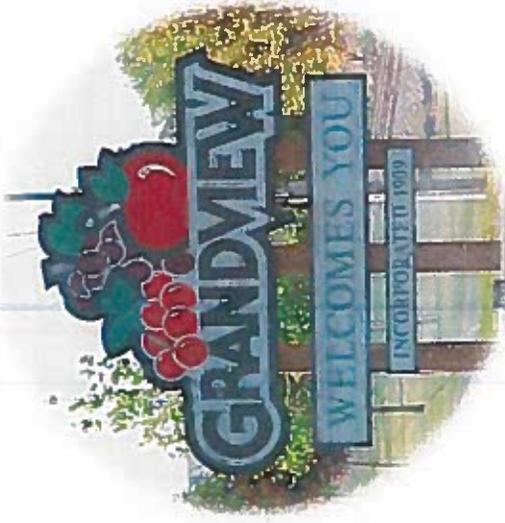
CONTACT INFORMATION

- ✉ Norm Childress, Mayor
(509) 882-9200
mayornorm@grandview.wa.us
- ✉ Cus Arteaga, City Administrator/
Public Works Director
(509) 882-9211
carteaga@grandview.wa.us
- ✉ Anita Palacios, City Clerk
(509) 882-9208
anitap@grandview.wa.us
- ✉ Lillian Veliz, Public Works
Assistant
(509) 882-9231
lveliz@grandview.wa.us
- ✉ City Hall
(509) 882-9200
www.grandview.wa.us

CITY OF GRANDVIEW
207 W SECOND STREET
GRANDVIEW, WA 98930
(509) 882-9200
www.grandview.wa.us

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SAFEST
CITIES IN
WASHINGTON



VISION

Grandview is a growing small town with an alive downtown, livable neighborhoods with quality homes and a strong, balanced economy.

Grandview residents enjoy education for a life time, abundant leisure choices and easy movement within the city and region.

Our community celebrates diversity and takes pride in Grandview.

A great place to call home!

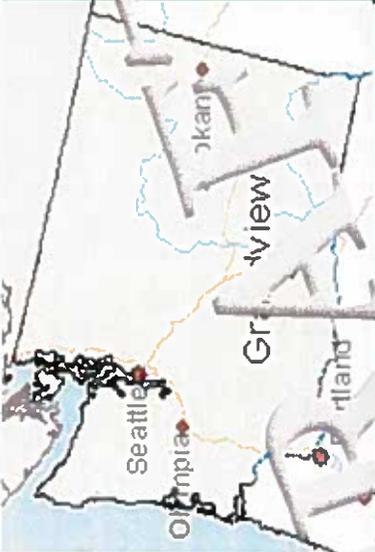


GRANDVIEW, WASHINGTON

In the heart of the Yakima Valley, Grandview is located near the eastern border of Yakima County in south-central Washington State. Grandview is equidistant, 40 miles, from the city of Yakima and the Tri-Cities of Richland, Pasco and Kennewick. We are a growing community of 11,010 residents. Grandview's economy is agriculture based; with apples, cherries, concord and wine grapes, hops, asparagus, corn, wheat, dairy and other fruit and vegetable production supported by processing plants and cold storage facilities.

Our community's "grand view" is that of both snow-capped Mount Rainier and Mount Adams dominating the horizon to the west and the Rattlesnake Hills and Horse Heaven Hills to the north and south, respectively. Local outdoor recreation includes golf, tennis, swimming, fishing, hunting, and boating. Grandview also offers walking and bicycling on dedicated pathways. Supporting agriculture and outdoor recreation, the Yakima Valley enjoys an average of 300 days of sunshine per year.

If you appreciate a small town atmosphere with access to major shopping, medical care, and other amenities, Grandview is the place to live. Grandview is the home to quality schools, the YVC-Grandview Campus, numerous churches, over 70 acres of community parks; including the Country Park Events Center, a community center, a regulation 9-hole disc golf course, seasonal swimming pool, museum, and public library.



GRANDVIEW OFFERS:

- Convenient freeway access
- Highly reliable infrastructure with water and sewer systems.
- guaranteeing excess capacity
- Reasonable utility rates
- Ready and available work force
- Able to expedite permit process

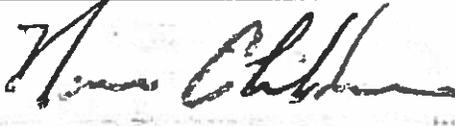


**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE	AGENDA NO. New Business 4 (E)
Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with William Schuler III	AGENDA DATE: February 27, 2018
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
City Attorney & City Clerk	

DEPARTMENT HEAD REVIEW

Anita Palacios, City Clerk (Municipal Court) 

CITY ADMINISTRATOR  **MAYOR** 

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

The City contracts with Yakima County District Court for municipal court services. Under the terms of the contract, the City must provide indigent defense services to indigent defendants. In the event of a conflict with the current public defender, the City must also provide alternate counsel for indigent defendants.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Currently, the City has only two attorneys, Daniel Polage and George Hansen, providing conflict indigent defense counsel. It would be in the best interest of the City to have more than two conflict indigent defense counsel contracts.

The City received an inquiry from William Schuler III indicating his interest in taking conflict counsel appointments. The City has negotiated contract terms with Mr. Schuler to provide conflict indigent defense counsel commencing March 1, 2018 through February 28, 2020 in the amount of \$350 per case, copy attached.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with William Schuler III to the regular Council meeting for consideration.

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PUBLIC DEFENDER AGREEMENT
FOR CONFLICT INDIGENT DEFENSE COUNSEL WITH WILLIAM SCHULER III**

WHEREAS, the City of Grandview contracts with the Yakima County District Court for municipal court services; and,

WHEREAS, under the terms of the Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants; and,

WHEREAS, the City is also to provide alternate counsel for indigent defendants ("conflict counsel") should there be a conflict with the current public defender; and,

WHEREAS, the City of Grandview and William Schuler III have negotiated a contract for conflict indigent services commencing March 1, 2018 and expiring on February 28, 2020; and,

WHEREAS, the City Council of the City of Grandview finds it to be in the interest of the City of Grandview to enter into a contract with William Schuler III, in the form attached hereto, for the provision of conflict indigent defense services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, as follows:

The Mayor is hereby authorized to enter into a contract for conflict indigent defense services with William Schuler III, in the form attached hereto and to take such other action as necessary to effectuate said contract.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this ___ day of February 2018, by and between William Schuler, III, hereinafter the "Public Defender", and the CITY OF GRANDVIEW, a municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Public Defender is an attorney licensed to practice law in the State of Washington, with offices at 1540 Old Naches Highway, Naches, WA, 98937; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for indigent defendants in the Grandview Municipal Court in cases where the City's primary public defender has a conflict; now, therefore,

IT IS HEREBY mutually agreed as follows:

1. **Duties.** The Public Defender shall provide high quality defense attorney services for indigent defendants charged with misdemeanor and gross misdemeanor allegations occurring within the City of Grandview and processed by the City of Grandview Municipal Court where the City's primary public defender has a conflict that prevents representation of the defendant or defendants.

2. **Public Defender Availability.** Public Defender must be available by telephone 24 hours a day, seven (7) days a week, for each week of the year in order to give legal advice to the clients described in Section 1 herein during the course of representing said clients.

3. **Administrative and Support Services.** Public Defender shall be responsible for administrative costs associated with providing legal representation. Such costs include, but are not limited to, travel, telephones, law library, electronic research, financial accounting, case management systems, computers, software, office space, supplies, training, meeting reporting requirements imposed by the City, the WSBA and the Washington Supreme Court, and other costs necessarily incurred in the day-to-day management of the contract. Public Defender shall maintain an office that accommodates confidential meetings with clients. Public Defender shall staff their office with an appropriate number of support staff and other support services, including a postal address and adequate telephone service to ensure prompt response to client contact. Public Defender shall maintain appropriate computer/word processing equipment in order to handle the paperwork generated by the contract case load as well as to comply with all reporting procedures.

4. **Insurance.** Without limiting the Public Defender's indemnification, it is agreed that the Public Defender shall maintain in force, at all times during the term of this Agreement, a policy or policies of insurance covering its operation as described below.

A. General Liability Insurance

The Public Defender shall maintain continuously public liability insurance with limits of liability not less than Two Hundred Fifty Thousand Dollars (\$250,000) for each occurrence, personal injury, and/or property damage liability.

The Public Defender shall provide a certificate of insurance or, upon written request of the City of Grandview, a duplicate of the policy as evidence of insurance protection. The Public Defender shall immediately notify the City of any communication with their insurance provider canceling or threatening to cancel insurance coverage under this provision.

B. Professional Liability Insurance

The Public Defender shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with the Public Defender which constitute professional services in the performance of this Agreement. For purposes of this Agreement, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than Two Hundred Thousand Dollars (\$200,000) combined single limit per claim/aggregate. The Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy. The Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. The Public Defender shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Public Defender and the City.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the City. If such insurance is obtained on a "claims made" basis, the Public Defender will continue to carry coverage for not less than three (3) years after expiration of this Agreement, and will provide a certificate in form and content satisfactory to the City demonstrating such continuing

coverage. The Public Defender shall provide certificates of insurance or, upon written request of the City, duplicates of the policies as evidence of insurance protection.

C. Workers' Compensation

The Public Defender shall maintain Workers' Compensation coverage as required by law. The Public Defender shall provide a certificate of insurance or, upon written request of the City, a certified copy of the policy as evidence of insurance protection.

5. **Specific Duties.** The Public Defender shall provide services necessary or incidental to the performance of the work set forth in the PUBLIC DEFENDER - STATEMENT OF WORK - EXHIBIT A and consistent with CLIENT REPRESENTATION PRACTICE GUIDELINES- Exhibit B. The Public Defender acknowledges and agrees that the City may make changes to the specific duties of the Public Defender as necessary to maintain conformity with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. No such changes will be grounds for additional or revised compensation under this Agreement, unless the Public Defender demonstrates to the City's reasonable satisfaction that the change imposes an undue burden on the Public Defender's ability to provide the services required under this Agreement.

6. **Term and Renegotiation.** This Agreement shall commence on March 1, 2018 and expire on February 28, 2020.

7. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in an amount of \$350.00 per case, payable upon proper voucher for the same, submitted by the Public Defender and received by the City Clerk at City Hall, Grandview, Washington. Payment shall be sought and paid upon certification that the case has been resolved and closed. All payments shall be made to:

William Schuler, III
1540 Old Naches Highway
Naches, WA 98937

For purposes of compensation, case will be "resolved" and may be closed by Public Defender, and he may request to withdraw, after a finding of guilt in a pending criminal case, after the probation matter for which a hearing is currently set is resolved, or after the issues to be reviewed on a Deferred Prosecution or SOC have been decided.

8. **Client Transport.** Public Defender, or his employees or subcontractors, shall not transport clients by vehicle (personal or otherwise) while

undertaking services pursuant to this Agreement. In the event Public Defender does transport clients during the course of representation as contemplated in this Agreement, Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of such transport, caused or contributed thereto by the Public Defender or his employees or subcontractors.

9. **Expert Witnesses.** The City shall, in addition, compensate the Public Defender for all expert witness fees incurred by the Public Defender on behalf of indigent clients covered by this Agreement upon application and approval of the court.

10. **Costs and Fees Assessed Against Defendants.** Any and all payments for reimbursement of court-appointed attorney's fees, as ordered and assessed by the Grandview Municipal Court or other court having jurisdiction to hear a City case, shall be payable by defendant directly to the Grandview Municipal Court.

11. **Assignment.** The Public Defender shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City.

12. **Successors Bound.** Subject to the provisions of Section 11, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

13. **Ethic Compliance, Reports, and Training.** The Public Defender will provide the aforementioned services in conformity with all applicable Rules of Professional Conduct and will provide the Municipal Court and the City with any reports, fiscal or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities. The Public Defender agrees to attend training approved by the Washington Office of Public Defense at least once per calendar year, as the same may be required by RCW 10.101.050 and 10.101.060, as now exist or may be subsequently amended.

14. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees and for paying all related taxes, deductions and assessments, including but not limited to, leasehold excise taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Public Defender shall pay the same before it becomes due.

15. **Independent Contractor.** The parties agree that the Public Defender is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Public Defender. No agent, employee, subcontractor, or representative of the Public Defender shall be deemed to be an employee, agent, servant, or representative of the City or of the City of Grandview Municipal Court for any purpose, and the employees, agents, subcontractors, or representatives of the Public Defender are not entitled to any of the benefits the City provides for its employees. The Public Defender will be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, or otherwise, during the performance of this Agreement.

16. **Indemnity.** The Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of the operation of this Agreement, caused or contributed thereto by the Public Defender or his employees or subcontractors. Provided, however, that nothing herein shall be deemed to require the Public Defender to indemnify the City or its elected or appointed officials, agents, volunteers, or employees for injury to persons, corporation, and/or property arising from the sole negligence of the City and its elected or appointed officials, employees, volunteers, and agents. In case of suit or action brought against the City and/or its elected or appointed officials, agents, volunteers, and employees for damages arising out of or by reason of any of the above-mentioned causes, the Public Defender agrees to pay all costs of defense, including reasonable attorney's fees and any judgment.

17. **Non discrimination.** The Public Defender shall not discriminate on the basis of race, creed, color, national origin, or physical, mental, or sensory handicap in the performance of this Agreement.

18. **Termination.** The City of Grandview may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the Public Defender at the address listed in this Agreement. The parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

19. **Governing Law.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performances.

20. **Venue.** Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Yakima County, Washington

21. **Integration.** It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

22. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

DATED this ____ day of February, 2018.

CITY OF GRANDVIEW

PUBLIC DEFENDER

By: _____
Mayor Norm Childress
207 West Second Street
Grandview, WA 98930

By: 
William Schuler, III, WSBA 24289
1540 Old Naches Highway
Naches, WA 98937

ATTEST:

City Clerk

EXHIBIT A

PUBLIC DEFENSE STATEMENT OF WORK

1. **PUBLIC DEFENDER CONTRACTOR DUTIES AND RESPONSIBILITIES**
 - The Public Defender shall provide high quality indigent defense representation in the cases assigned to it by the Grandview Municipal Court. The representation shall be consistent with **EXHIBIT B, CLIENT REPRESENTATION PRACTICE GUIDELINES** as set forth below, and with the City's adopted standards for the delivery of public defense services. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the best interests of the client.

2. **TASKS** – The Public Defender shall perform the following tasks with regard to each case to which the Public Defender is appointed.
 - A. Maintain a law office with a suitable client interview facility. The Public Defender will provide adequate phone lines, computers, postage, office equipment, office supplies, office furniture and legal research tools to maintain a smooth-running and efficient law office.
 - B. Receive notices of appointment for indigent defendants each court day. Set up and maintain files on each assigned defendant.
 - C. Establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation.
 - D. Timely interview defendants in custody anywhere in Yakima County.
 - E. Meet at least weekly with the Assigned Prosecutor to discuss pending matters.
 - F. Maintain continuity of representation at all stages of a case, including attendance at all first appearance proceedings, such as arraignments, for in-custody defendants. Except for illness, vacation or occasional conflicts, the assigned Public Defender shall appear at all Municipal Court hearings with their clients.

3. COMPLAINTS

- A. A method to respond promptly to indigent defendant client complaints shall be established by the Public Defender. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court for permission to withdraw and substitute new counsel. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.
- B. The Public Defender shall notify the City and respond in writing to the City within seven (7) days of learning of any complaint against the Public Defender or against the City relating to the provision of indigent defense legal representation.
- C. The Public Defender shall immediately notify the City of Grandview in writing when it become aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension, or disbarment.

EXHIBIT B

CLIENT REPRESENTATION PRACTICE GUIDELINES

Meet and communicate regularly with the client

- **Thoroughly explain to clients the constitutional, statutory and other rights that they have with regards to their case.**
- **Thoroughly explain to clients the elements of the offense(s) that the City must prove in order to obtain their conviction at a trial.**
- **Describe case procedures and timelines.**
- **Listen to client's questions and respond to them.**
- **Enable clients to candidly communicate with counsel.**
- **Facilitate agreements by realistically evaluating allegations and evidence with clients.**
- **Promptly communicate all offers of settlement.**

Prepare cases well

- **Conduct high quality, early case investigation.**
- **Conduct early case negotiations.**
- **Use discovery appropriately.**
- **Prepare for and participate in alternate resolution opportunities that may be available.**
- **Obtain experts and evaluators for cases involving disability, mental health, substance abuse or similar issues, when appropriate.**
- **Draft well-researched and written motions and other legal memoranda and other documents.**
- **Competently and aggressively litigate hearings and trials if no agreement is reached.**
- **Appear at all court hearings with clients.**

Ensure clients have adequate access to services, including court ordered treatment and/or counseling

- **Explain the importance of obtaining court ordered treatment and/or counseling services to clients.**
- **Develop a thorough knowledge of the resources available.**
- **Explore with clients ways to effectively participate in court ordered treatment and/or counseling.**
- **Ask clients for feedback if obstacles prevent or impede their participation, and follow up with the agency and in court when appropriate.**

- **In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.**

Prevent continuances and delays within attorney's control

- **Treat all cases assigned to counsel with the highest priority.**
- **Avoid over scheduling whenever possible.**
- **Request continuances only if they are needed for substantive reasons.**