

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MARCH 13, 2018**



REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
 - A. March 2018 Proclamation People For People 16th Annual March for Meals Month 1-3
 - B. People For People Community Connector Redesign – Gracie Sexton, Central Region Transportation Manager 4-5
- 4. 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.
- 5. CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
 - A. Minutes of the February 27, 2018 Committee-of-the-Whole meeting 6-8
 - B. Minutes of the February 27, 2018 Council meeting 9-12
 - C. Payroll Electronic Fund Transfers (EFT) Nos. 5910-5915 in the amount of \$82,665.32
 - D. Payroll Check Nos. 10130-10163 in the amount of \$27,672.38
 - E. Payroll Direct Deposit 2/16/18-2/28/18 in the amount of \$100,189.72
 - F. Claim Check Nos. 114697-114791 in the amount of \$115,255.42
- 6. ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
 - A. Resolution No. 2018-16 authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with William Schuler III 13-23
- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER REPORTS**
- 10. ADJOURNMENT**

Anita Palacios

From: Anita Palacios
Sent: Friday, March 09, 2018 9:25 AM
To: Anita Palacios
Subject: People For People's March for Meals
Attachments: March for Meals Press Release .pdf, 2018-march-for-meals-proclamation-Grandview.docx

From: Executive Assistant [mailto:executiveassistant@pfp.org]
Sent: Wednesday, February 28, 2018 11:12 AM
To: 'mayornorm@grandview.wa.us'
Subject: People For People's March for Meals

Good Afternoon Mayor Childress,
We are looking to gain awareness of the Senior Nutrition Program – Meals On Wheels. We would like to see if there is a day in March that you would be willing to serve meals at the senior center in Grandview. Additionally, it would be great if we could have a Proclamation from the City of Grandview proclaiming March 2018 as the 16th Annual March for Meals Month. I have attached a proclamation template and the press release that will be sent to the media tomorrow morning.

Please let me know if you and any other council members would like to participate again this year. Thank you so much for your time and consideration!

Best regards,



PEOPLE FOR PEOPLE



Meaghan Patterson

Executive Assistant | People For People

P: 509-248-6726

E: mpatterson@pfp.org

302 W. Lincoln Ave.
Yakima, WA 98902

www.pfp.org

Improving Lives∞

Strengthening Communities



PEOPLE FOR PEOPLE

• MARCH •
• FOR •
• MEALS •
WITH
MEALS ON WHEELS

A CITY OF GRANDVIEW PROCLAMATION PROCLAIMING MARCH 2018 AS THE 16th ANNUAL MARCH FOR MEALS MONTH

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older; and

WHEREAS, Meals on Wheels America established the March for Meals campaign in March 2002 to recognize the historic month, the importance of the Older Americans Act Nutrition Programs, both congregate and home-delivered, and raise awareness about the escalating problem of senior hunger in America; and

WHEREAS, the 2018 observance of March for Meals celebrates 16 years of providing an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation; and

WHEREAS, Meals on Wheels programs – both congregate and home-delivered have served our communities admirably for more than 25 years; and

WHEREAS, volunteers for Meals on Wheels programs are the backbone of the program and they not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and

WHEREAS, Meals on Wheels programs provide nutritious meals to seniors throughout the Grandview community that help them maintain their health and independence, thereby preventing unnecessary falls, hospitalizations and/or premature institutionalization; and

WHEREAS, Meals on Wheels programs provide a powerful socialization opportunity for millions of seniors to help combat loneliness and isolation; and

WHEREAS, Meals on Wheels programs deserve recognition for the contributions they have made and will continue to make to local communities, our State and our Nation.

NOW, THEREFORE, I, Norm Childress, as Mayor of Grandview, Washington do hereby proclaim March 2018 as the 16th Annual March for Meals Month and urge every citizen to take this month to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them. Our recognition of, and involvement in, the national 2018 March for Meals can enrich our entire community and help combat senior hunger and isolation in America.

Dated this 13th day of March, 2018

Mayor Norm Childress



PEOPLE FOR PEOPLE

Lorena Fernandez
Program Manager
Meals-On-Wheels
(509) 426-2602
lfernandez@pfp.org



FOR IMMEDIATE RELEASE

**PEOPLE FOR PEOPLE MEALS-ON-WHEELS JOINS MEALS ON WHEELS PROGRAMS
ACROSS THE COUNTRY IN 16TH ANNUAL MARCH FOR MEALS CELEBRATION**

SUPPORT WILL HELP TO FIGHT SENIOR HUNGER AND ISOLATION IN YAKIMA COUNTY

Yakima, WA 03/01/18 – People For People Meals-On-Wheels announced today that it will be participating in the [16th annual March for Meals](#) – a month-long, community-by-community celebration of Meal on Wheels and the vulnerable seniors who rely on the vital service to remain independent at home. People For People Meals-On-Wheels celebration will include various activities throughout the month of March, including local elected officials serving lunch at one of our six dining rooms located in Yakima County.

"The services that we provide the seniors of Yakima County are critical and the need is rapidly increasing," said Madelyn Carlson, CEO of People For People. "Together, we can keep seniors living independently, healthier at home and feeling more connected to their community as they age."

Our Meals-On-Wheels program served over 100,000 meals in 2017. We provide meals in a dining room (congregate) setting where seniors can socialize and eat healthy meals. We also deliver meals to those that are homebound and don't have anyone to cook a nutritious meal for them.

The annual March for Meals commemorates the historic day in March 1972 when President Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older. Since 2002, Meals on Wheels programs from across the country have joined forces for the annual awareness campaign to celebrate this successful public-private partnership and garner the support needed to fill the gap between the seniors served and those still in need.

"This March, hundreds of local Meals on Wheels programs will rally their communities to build the support that will enable them to deliver nutritious meals, friendly visits and safety checks to America's most at-risk seniors all year long," said Ellie Hollander, President and CEO of Meals on Wheels America. "With the demand for Meals on Wheels increasing along with our country's senior population, we need to ensure that seniors are not forgotten."

For more information on how you can volunteer, contribute or speak out for the seniors in Yakima County this March, visit www.mealsonwheelsyakima.com.

From: Gracie Sexton [<mailto:gsexton@pfp.org>]
Sent: Thursday, February 08, 2018 12:05 PM
To: Anita Palacios
Cc: Cus Arteaga; Mayor; Norm Childress; Joan Souders; jesouders@hotmail.com
Subject: Re: Grandview City Council Meeting - **Community Connector Redesign**

Hi Anita,

Thank you for the opportunity. March 13th will work best for PFP.

Thanks again.



PEOPLE FOR PEOPLE

Gracie Sexton

Central Region Transportation
Manager | People For People

P: 509.248.6726
E: gsexton@pfp.org

304 W. Lincoln Ave
Yakima, WA 98902

www.pfp.org

From: Gracie Sexton <gsexton@pfp.org>
Date: February 6, 2018 at 11:40:29 AM PST
To: Joan Souder <jesouders@hotmail.com>
Subject: Grandview City Council

Yakima transportation is in the process of a redesign for the Community Connector, in particular on how we can better serve the Southern portion of the valley.

Jan Ollivier and I were hoping to be able to speak in front of the city council.

Thank you.

Gracie Sexton

Central Region Transportation
Manager | People For People

P: 509.248.6726
E: gsexton@pfp.org

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Mobility Summit

Microsoft
Microsoft

We Need Your Input

People For People is gathering data for a redesign of the Yakima County Community Connector Fixed-Route Transportation service. Your input will be used to improve this service.

Discussion Topics:

- Who needs fixed route transportation services in rural parts of Yakima County we aren't reaching.
 - What are your ideas to help us reach out to those who need transportation services?
- What other changes are needed to improve usage of existing transportation fixed route services in rural parts of Yakima County.
 - What are your ideas to improve our fixed route services?
- Who is missing from this discussion that we need to hear from.

Send comments to:

Gracie Sexton, Central Region Transportation Manager

gsexton@pfp.org or 509-895-8215

PFP Transportation

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Prior to 1982, the only public transit available for residents within Yakima County was the City of Yakima's transit system. At that time, our community recognized that residents throughout Yakima County needed transportation services so they could travel to work, shop, visit the doctor, and go to other important destinations. PFP stepped up to the challenge and started transportation services for older adults, individuals with disabilities, and those with limited incomes. PFP currently offers door-to-door services for eligible residents outside of city transit areas (Yakima, Selah, and Union Gap). PFP also provides a fixed route service called the Yakima County Community Connector. It connects cities in the I-82 corridor, from Yakima to Prosser.

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

1. CALL TO ORDER

Mayor Norm Childress called the Committee-of-the-Whole meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

2. ROLL CALL

Present were: Mayor Childress and Councilmembers Mike Everett, Dennis McDonald, Bill Moore and Javier Rodriguez.

Councilmember Joan Souders and Gloria Mendoza arrived at 6:05 p.m.

Absent was: Councilmember Gay Brewer.

On motion by Councilmember Everett, second by Councilmember Moore, Council excused Councilmember Brewer from the meeting.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, Police Chief Kal Fuller, Assistant Public Works Director Marty Groom, Library Director Elizabeth Jahnke, Fire Chief Pat Mason and City Clerk Anita Palacios.

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Henry Strom, Superintendent, Grandview School District – School Safety & Cooperation

Henry Strom, Superintendent of the Grandview School District, discussed school safety and cooperation with the City, in particular with the Police Department. He explained the current safety issues and the procedures followed in the event of a lockdown (response to definite threat of harm); secure and teach (response to potential threat of harm); shelter in place (response to chemical/biological/radioactive event); evacuate (response to fire/internal threat); room clear (response to threat of danger in classroom); and drop-cover-hold (response to earthquake).

Discussion took place.

Following discussion, it was agreed that a joint meeting with the City Council and School Board be held to consider collaborative funding of an additional School Resource Officer.

B. West Second/Hillcrest Intersection Improvements (Grandview Middle School) WSDOT 2018 City Safety Program Grant Application

City Administrator Arteaga explained that at the January 22, 2018 and February 13, 2018 Council meetings, he 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. 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 were 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%. He presented three conceptual design options for improvements to West Second Street. He requested direction to apply for funding.

Discussion took place.

Following discussion, the C.O.W. directed the City Administrator to move forward and obtain a professional engineering design estimate and recommendation for improvements at the West Second/Hillcrest intersection.

C. Police Department Additional Staffing Request

Police Chief Fuller provided a powerpoint presentation regarding additional staffing requests for the Police Department. He discussed current staffing issues and budget considerations. He requested not to add a new officer position to the current staffing level, however, revisit the additional officer request during the 2019 preliminary budget. He noted that the Police Department would have another officer retirement in early 2019. He also requested to hire the 2019 replacement officer in June of 2018. He added that there was a good candidate on the current Civil Service eligibility list. He recommended that his budget figures be reviewed for accuracy and he be authorized to begin the hiring process.

Due to time constraints, Police Chief Fuller would be scheduled for a follow-up presentation to address his request.

D. Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with William Schuler III

City Clerk Palacios explained that 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. 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 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.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with William Schuler III to the March 13, 2018 regular Council meeting for consideration.

E. Draft Economic Development Brochure

At the February 13, 2018 C.O.W. meeting, City Administrator Arteaga presented a draft economic development brochure for Council review and comment. Following the meeting, three Councilmembers requested input on the brochure. He recommended a committee be formed of Councilmember Everett, Mendoza and Souders and a meeting be scheduled for Friday, March 2nd to discuss revisions.

5. OTHER BUSINESS - None

6. ADJOURNMENT

The C.O.W. meeting adjourned at 8:15 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
FEBRUARY 27, 2018**

1. CALL TO ORDER

Mayor Norm Childress called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

Present were: Mayor Childress and Councilmembers Mike Everett, Dennis McDonald, Bill Moore, Gloria Mendoza, Javier Rodriguez and Joan Souders.

Absent was: Councilmember Gay Brewer.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, Police Chief Kal Fuller, Fire Chief Pat Mason, Assistant Public Works Director Marty Groom, Library Director Elizabeth Jahnke and City Clerk Anita Palacios.

2. PLEDGE OF ALLEGIANCE

Councilmember McDonald led the pledge of allegiance.

3. RECESS

On motion by Councilmember Everett, second by Councilmember Rodriguez, the Council recessed the regular meeting to the Committee-of-the-Whole meeting to discuss the following items at 7:05 p.m.:

- **Police Department Additional Staffing Request**

Mayor Childress reconvened the regular meeting at 7:45 p.m.

4. PRESENTATIONS

A. Yakima County Proposition #1 EMS Levy for Ambulance Services – Tyler Platt, Director of Emergency Services, Prosser Memorial Hospital

Tyler Platt, Director of Emergency Services with the Prosser Memorial Hospital (PMH) requested the City's support for Yakima County Proposition #1 that would allow PMH Medical Center's Emergency Medical Service (EMS) Division to collect an EMS tax in the Cities of Grandview and Mabton for ambulance services.

Fire Chief Mason expressed concern with the PMH Medical Center's EMS levy proposition for ambulance services. He noted that this would be a new levy, in addition to the already established Yakima County-wide EMS levy that helps fund the Grandview Fire Department. His concern was that voters would be confused with the two different levies and an increase in taxes assessed could lead to the County-wide EMS levy not passing in the future. The current County-wide EMS levy rate was 25¢ per thousand of assessed valuation. If the ambulance service levy was approved by the Grandview voters and that levy rate was 25¢ per thousand of assessed valuation, the total EMS levy rates would be at the 50¢ maximum allowed which

means the Grandview Fire Department could not receive any additional funding through the County-wide EMS levy in the future if needed.

Following discussion, Council invited Mr. Platt to a future Committee-of-the-Whole meeting for further discussion and consideration of the EMS levy proposition for ambulance services.

5. **PUBLIC COMMENT** – None

6. **CONSENT AGENDA**

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the February 13, 2018 Committee-of-the-Whole meeting
- B. Minutes of the February 13, 2018 Council meeting
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5901-5905 in the amount of \$75,587.55
- D. Payroll Check Nos. 10113-10129 in the amount of \$81,878.79
- E. Payroll Direct Deposit 2/1/18-2/15/18 in the amount of \$95,217.16
- F. Claim Check Nos. 114623-114696 in the amount of \$176,186.16

7. **ACTIVE AGENDA**

- A. **Resolution No. 2018-12 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League**

This item was previously discussed at the February 13, 2018 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember McDonald, Council approved a Resolution No. 2018-12 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League.

- B. **Resolution No. 2018-13 declaring a Police Department handgun as surplus and authorizing transfer to the retired police officer**

This item was previously discussed at the February 13, 2018 C.O.W. meeting.

On motion by Councilmember Souders, second by Councilmember Moore, Council approved a Resolution No. 2018-13 declaring a Police Department handgun as surplus and authorizing transfer to the retired police officer.

- C. **Ordinance No. 2018-2 amending the 2018 Annual Budget**

This item was previously discussed at the February 13, 2018 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Rodriguez, Council approved an Ordinance No. 2018-2 amending the 2018 Annual Budget.

D. Resolution No. 2018-14 authorizing the purchase of real property located on Forsell Road, Parcel No. 230915-33002

This item was previously discussed at the February 13, 2018 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember McDonald, Council approved a Resolution No. 2018-14 authorizing the purchase of real property located on Forsell Road, Parcel No. 230915-33002.

E. Resolution No. 2018-15 authorizing the Mayor to sign an Interlocal Joint Purchasing Agreement with the City of Tacoma

This item was previously discussed at the February 13, 2018 C.O.W. meeting.

On motion by Councilmember Souders, second by Councilmember Moore, Council approved a Resolution No. 2018-15 authorizing the Mayor to sign an Interlocal Joint Purchasing Agreement with the City of Tacoma.

8. **UNFINISHED AND NEW BUSINESS** – None
9. **CITY ADMINISTRATOR AND/OR STAFF REPORTS** – None
10. **MAYOR & COUNCILMEMBER REPORTS**

Lower Valley Business Networking Meeting – Councilmember Mendoza reported that the Lower Valley Business Networking Group would be meeting on March 1st, 9:00 a.m. at the Vineyard Café.

Fast Mobile Service Grand Opening & Ribbon Cutting – Mayor Childress reported that Fast Mobile Service held their grand opening and ribbon cutting on February 20th.

AWC Mayors Exchange – Mayor Childress attended the Association of Washington Cities (AWC) Mayors Exchange on February 21st in Olympia. Governor Jay Inslee shared his priorities for the 2018 legislative session.

11. RECESS

On motion by Councilmember Everett, second by Councilmember Rodriguez, the Council recessed the regular meeting to the Committee-of-the-Whole meeting to discuss the following items at 8:05 p.m.:

- Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with William Schuler III
- Draft Economic Development Brochure

Mayor Childress reconvened the regular meeting at 8:15 p.m.

12. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the meeting at 8:20 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

RESOLUTION NO. 2018-16

**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 March 13, 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.**