



**MONROE CITY COUNCIL
Transportation/Planning, Public Works, Parks
& Recreation and Public Safety Committee
Meeting**

2018 Committee
Councilmembers
Ed Davis
Jim Kamp
Jeff Rasmussen

Tuesday, July 24, 2018, 6 P.M.
Monroe City Hall

AGENDA

- I. Call to Order**
- II. Approval Minutes** (April 24, 2018)
- III. Unfinished Business**
- IV. New Business**
 - A. Crosswalk Policy (Public Works)
 - B. Complete Streets (Public Works)
 - C. Downtown Art (Parks & Rec.)
 - D. Public Defense RFP (City Clerk)
- V. Other**
- VI. Next Committee Meeting** (August 28, 2018)
- VII. Adjournment**



MONROE CITY COUNCIL
**Transportation/Planning, Public Works, Parks &
Recreation and Public Safety Committee Meeting**
Tuesday, April 24, 2018, 6 P.M.
Monroe City Hall

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MINUTES

I. Call to Order

A regular meeting of the City of Monroe Transportation/Planning, Public Works, Parks & Recreation and Public Safety (P4) Committee was held on April 24, 2018, at Monroe City Hall. Councilmember Rasmussen called the meeting to order at 6:33 p.m.

Council Present: Ed Davis and Jeff Rasmussen

Staff Present: Elizabeth Adkisson, City Clerk; Brad Feilberg, Public Works Director; Becky Hasart, Finance Director. Deborah Knight, City Administrator; and Scott Peterson, Public Works Design & Construction Manager

II. Approval of Minutes (August 16, 2016 & January 23, 2018)

Councilmember Davis moved to approve the Committee Meeting Minutes of August 16, 2016, and January 23, 2018, as presented; the motion was seconded by Councilmember Rasmussen. Motion carried (2-0).

III. Unfinished Business - NONE

IV. New Business

A. Introduction of 2019-2024 Transportation Improvement Plan (TIP)

Mr. Peterson reviewed the draft 2019-2024 Transportation Improvement Plan (TIP), including the following items: TIP legal requirements; the Comprehensive Plan project list; proposed project priority list/map; projects funding matrix (years 2019-2024); and proposed TIP schedule for full Council consideration -- public hearing (May 15, 2018) and resolution adoption (June 12, 2018).

V. Other -- NONE.

VI. Next Committee Meeting (May 22, 2018)

VII. Adjournment

With no objection, the April 24, 2018, City of Monroe Transportation/Planning, Public Works, Parks & Recreation and Public Safety (P4) Committee Meeting was adjourned at approximately 6:50 p.m. No objections were noted.

The Committee Meeting adjourned at 6:50 p.m.



P4 Committee

SUBJECT:	<i>Discussion: Crosswalk Policy</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
07/24/2018	Public Works	Brad Feilberg	Brad Feilberg	New Business A.

Discussion: 07/24/2018
Attachments: 1. Crosswalk Map
 2. Recommendations

REQUESTED ACTION: *Discussion – recommend preparation of policy formalizing current practice for council consideration.*

DESCRIPTION/BACKGROUND

By state law (RCW 46.04.160, see below) a crosswalk, whether mark or no, exists at all roadway intersections. Crosswalks can also be established at other locations by placing markings on the road surface. The attached map show the locations of crosswalks in Monroe and which are marked.

The City’s current unwritten policy is to mark crosswalks at the following locations:

- Signalized intersections
- Mid-block crossings
- Main Street between Ferry Avenue and Madison Street

The latest crosswalk research shows that the presence or absence of crosswalk markings does not affect pedestrian safety on roadways with less than four lanes or speeds of under 40 mph. Once you get four or more lanes or over 40 mph marked crosswalks without additional treatments may be less safe for pedestrians.

Table 11 from *Safety Effects of Marked Versus Unmarked Crosswalks at Uncontrolled Locations Final Report and Recommended Guidelines* by the Federal Highway Administration (Attachment 2) summarizes these findings.

The City occasionally receives requests to mark crosswalks and it would be appropriate to have policy by which to evaluate the requests.

FISCAL IMPACTS

- The average cost to mark a crosswalk is approximately \$3,000.

TIME CONSTRAINTS

ALTERNATIVES TO REQUESTED ACTION

Possible alternatives for discussion:

- *Mark all crosswalks*
- *Mark crosswalk on arterials, collectors, and signalized intersections*
- *Establish width, speed, volume, destination criteria for crosswalk markings.*

RCW [46.04.160](#) Crosswalk.

"Crosswalk" means the portion of the roadway between the intersection area and a prolongation or connection of the farthest sidewalk line or in the event there are no sidewalks then between the intersection area and a line ten feet therefrom, except as modified by a marked crosswalk.

RCW [46.04.290](#) Marked crosswalk.

"Marked crosswalk" means any portion of a roadway distinctly indicated for pedestrian crossing by lines or other markings on the surface thereof.

RCW [46.04.220](#) Intersection area.

(1) "Intersection area" means the area embraced within the prolongation or connection of the lateral curb lines, or, if none then the lateral boundary lines of the roadways of two or more highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.

(2) Where a highway includes two roadways thirty feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two roadways thirty feet or more apart, then every crossing of two roadways of such highways shall be regarded as a separate intersection.

(3) The junction of an alley with a street or highway shall not constitute an intersection.

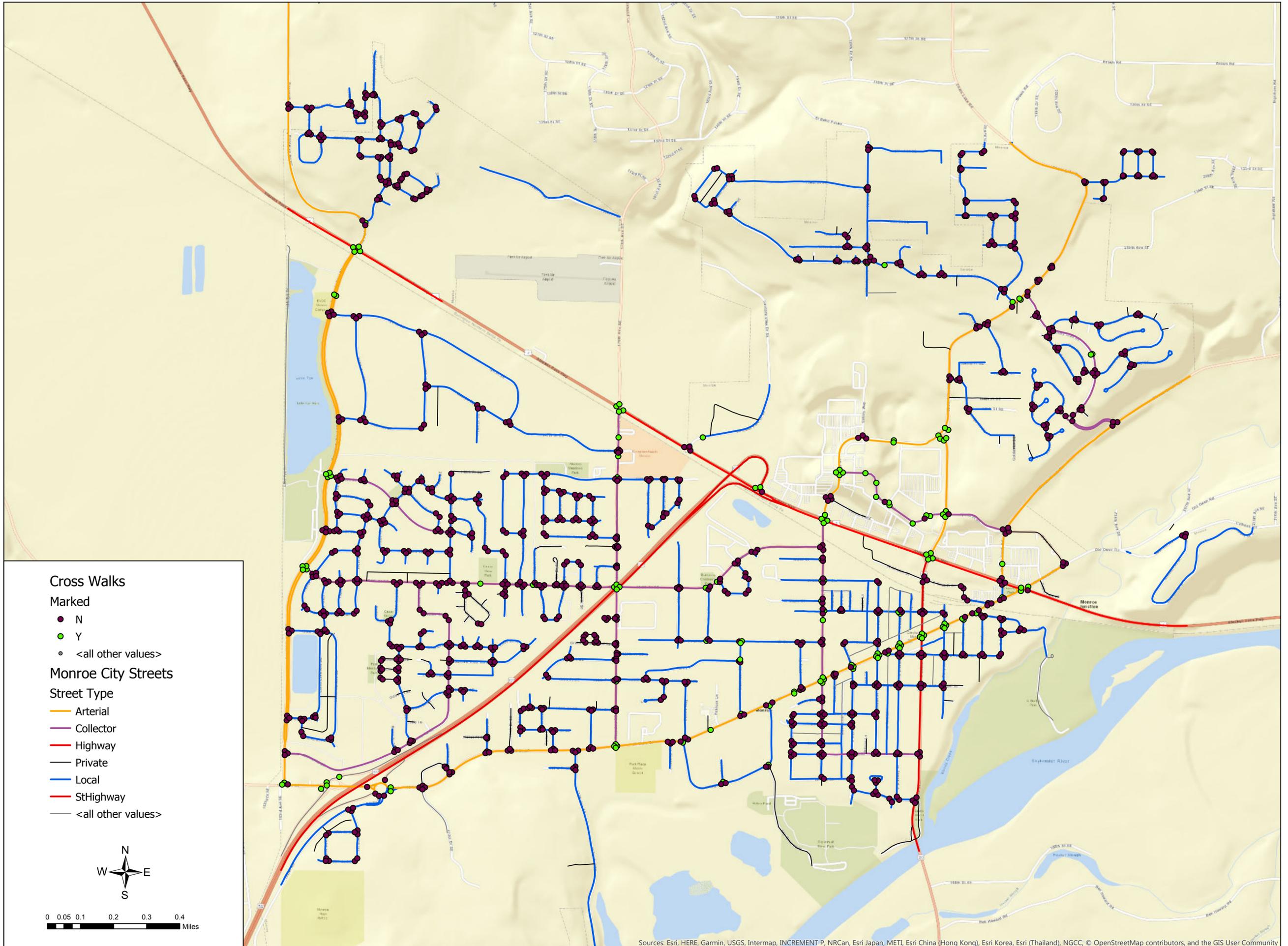


Table 11. Recommendations for installing marked crosswalks and other needed pedestrian improvements at uncontrolled locations.*

Roadway Type (Number of Travel Lanes and Median Type)	Vehicle ADT ≤ 9,000			Vehicle ADT >9,000 to 12,000			Vehicle ADT >12,000-15,000			Vehicle ADT > 15,000		
	Speed Limit**											
	≤ 48.3 km/h (30 mi/h)	56.4 km/h (35 mi/h)	64.4 km/h (40 mi/h)	≤ 48.3 km/h (30 mi/h)	56.4 km/h (35 mi/h)	64.4 km/h (40 mi/h)	≤ 48.3 km/h (30 mi/h)	56.4 km/h (35 mi/h)	64.4 km/h (40 mi/h)	≤ 48.3 km/h (30 mi/h)	56.4 km/h (35 mi/h)	64.4 km/h (40 mi/h)
Two lanes	C	C	P	C	C	P	C	C	N	C	P	N
Three lanes	C	C	P	C	P	P	P	P	N	P	N	N
Multilane (four or more lanes) with raised median***	C	C	P	C	P	N	P	P	N	N	N	N
Multilane (four or more lanes) without raised median	C	P	N	P	P	N	N	N	N	N	N	N

* These guidelines include intersection and midblock locations with no traffic signals or stop signs on the approach to the crossing. They do not apply to school crossings. A two-way center turn lane is not considered a median. Crosswalks should not be installed at locations that could present an increased safety risk to pedestrians, such as where there is poor sight distance, complex or confusing designs, a substantial volume of heavy trucks, or other dangers, without first providing adequate design features and/or traffic control devices. Adding crosswalks alone will not make crossings safer, nor will they necessarily result in more vehicles stopping for pedestrians. Whether or not marked crosswalks are installed, it is important to consider other pedestrian facility enhancements (e.g., raised median, traffic signal, roadway narrowing, enhanced overhead lighting, traffic-calming measures, curb extensions), as needed, to improve the safety of the crossing. These are general recommendations; good engineering judgment should be used in individual cases for deciding where to install crosswalks.

** Where the speed limit exceeds 64.4 km/h (40 mi/h), marked crosswalks alone should not be used at unsignalized locations.

*** The raised median or crossing island must be at least 1.2 m (4 ft) wide and 1.8 m (6 ft) long to serve adequately as a refuge area for pedestrians, in accordance with MUTCD and American Association of State Highway and Transportation Officials (AASHTO) guidelines.

C = Candidate sites for marked crosswalks . Marked crosswalks must be installed carefully and selectively. Before installing new marked crosswalks, an engineering study is needed to determine whether the location is suitable for a marked crosswalk. For an engineering study, a site review may be sufficient at some locations, while a more indepth study of pedestrian volume, vehicle speed, sight distance, vehicle mix, and other factors may be needed at other sites. It is recommended that a minimum utilization of 20 pedestrian crossings per peak hour (or 15 or more elderly and/or child pedestrians) be confirmed at a location before placing a high priority on the installation of a marked crosswalk alone.

P = Possible increase in pedestrian crash risk may occur if crosswalks are added without other pedestrian facility enhancements. These locations should be closely monitored and enhanced with other pedestrian crossing improvements, if necessary, before adding a marked crosswalk.

N = Marked crosswalks alone are insufficient, since pedestrian crash risk may be increased by providing marked crosswalks alone. Consider using other treatments, such as traffic-calming treatments, traffic signals with pedestrian signals where warranted, or other substantial crossing improvement to improve crossing safety for pedestrians.

In some situations (e.g., low-speed, two-lane streets in downtown areas), installing a marked crosswalk may help consolidate multiple crossing points. Engineering judgment should be used to install crosswalks at preferred crossing locations (e.g., at a crossing location at a streetlight as opposed to an unlit crossing point nearby). While overuse of marked crossings at uncontrolled locations should be avoided, higher priority should be placed on providing crosswalk markings where pedestrian volume exceeds about 20 per peak hour (or 15 or more elderly pedestrians and/or children per peak hour).

Marked crosswalks and other pedestrian facilities (or lack of facilities) should be routinely monitored to determine what improvements are needed.



P4 Committee

SUBJECT:	<i>Discussion: Complete Streets</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
07/24/2018	Public Works	Brad Feilberg	Brad Feilberg	New Business B.

Discussion: 07/24/2018

- Attachments:**
1. *Transportation Improvement Board Information Sheet*
 2. *Sample Complete Streets Ordinance*
 3. *Miscellaneous Materials*

REQUESTED ACTION: *Discussion – recommend preparation of Complete Streets ordinance for council consideration..*

DESCRIPTION/BACKGROUND

The Washington State Legislature created the Complete Streets Award Program to encourage the adoption of a Complete Streets policy requiring the City to plan, design, operate, and maintain our streets while considering all transportation users and modes.

Some of the required elements of are included in the 2015-2035 Comprehensive Land Use Plan Transportation Element. However, to be eligible for funding the City Council needs to adopt an ordinance. In addition to adopting the ordinance, the City must demonstrate progress in planning, designing, and building “complete streets” and involve community stakeholders in these activities.

The grant process includes having a concept plan and having it nominated by a qualified organization (December deadline). TIB will select cities for grant awards (January) and work with city staff to develop a specific work plan. The grant money is given to the city up front, which is a different approach to the more traditional “reimbursement” approach to grant administration.

The Complete Streets Award Program is biannual, and as such eligible cities will have recurring grant opportunities. TIB requires that previous projects awarded through this program be completed prior to applying for another grant.

FISCAL IMPACTS

TIME CONSTRAINTS

ALTERNATIVES TO REQUESTED ACTION

Possible alternatives for discussion:



Complete Streets Award Program



Program Goals

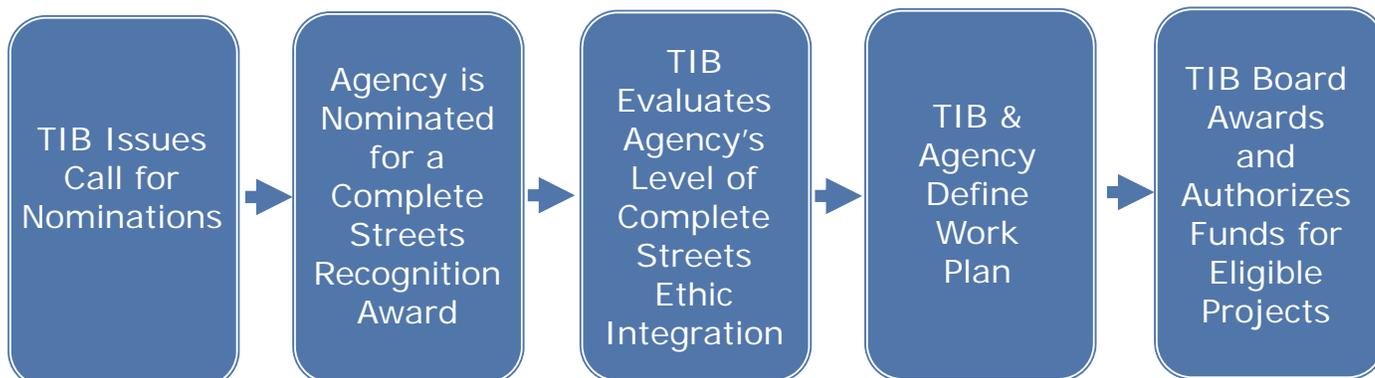
- Incentivize local adoption of a complete streets design ethic.
- Create a powerful incentive beyond the limitations of available funding.
- Allow cities and counties to self-direct how funds are spent in order to most effectively build local projects that reflect the complete streets ethic.
- Minimize processing and acquisition costs.

Overview

The Washington State Legislature created the Complete Streets Award Program as an incentive to encourage city and county governments to adopt a complete streets policy; these policies mandate that cities and counties plan, design, operate and maintain their streets while considering all transportation users and modes (see RCW 47.04.320 attached). A city or county becomes eligible for a Complete Streets Award when they adopt a system-wide complete streets policy. Currently, 34 cities and one county have adopted complete streets ordinances. Cities and counties may have plans and projects that integrate a complete streets ethic; however local legislative bodies need to clearly adopt a complete streets policy to establish eligibility.

In evaluating which cities and counties to recognize, the Transportation Improvement Board (TIB) will look for cities and counties that have extended their thinking beyond the one-time policy adoption to integrate a complete streets ethic throughout their transportation practices. Cities and counties that show achievement in planning, designing, building and involving the community in design for all users may receive the Complete Streets Award including flexible funding that can be used to build eligible complete streets projects. Awarded cities and counties will propose a work plan for TIB approval. This work plan will include one or more project(s) to support walking, bicycling, access to transit and/or streetscape aesthetics.

Complete Streets Awards Program Process Map



Nomination Process

TIB will invite partner nominating organizations to nominate eligible cities and counties for the award beginning in fall 2016. Nominating organizations will be state agencies and transportation non-profits with a statewide charter. TIB may choose to add other nominating organizations in the future.

TIB will limit the number of nominations based on the number of eligible cities and counties, the amount of program funding, and the size of the nominating organization. TIB plans to invite the following state agencies and statewide non-profits to become nominating organizations:



Redmond 152 Avenue NE Complete Streets Plan

State Agency Partners	Non-profits
Department of Transportation	Feet First
Department of Health	Transportation Choices Coalition
Department of Commerce	WA Bikes/Cascade Bicycle Club
Department of Archeology and Historic Preservation	Community Transportation Association – NW
	Futurewise

Evaluation Process

TIB staff will evaluate all nominations and recommend awards and funding levels to the Board. Staff will search for indicators demonstrating the city’s or county’s adoption and integration of a complete streets ethic into their plans and capital programs. TIB staff anticipates complete streets indicators will include the elements described in the panel below; TIB staff will refine these indicators during case study practice sessions planned for summer 2016. TIB staff may seek additional information from the nominating organization and the nominated city or county during evaluation, including the presence of strategic initiatives for modal systems, design of previous projects, future design plans, and the work plan for use of award funds.

Indicators of a Well-Integrated Complete Streets Ethic

- Comprehensive plan/complete streets integration
- Strategic plan/complete streets integration
- Specific modal plans for freight, bicycles and pedestrian
- ADA transition plan adoption
- Community engagement regarding design for all users
- Performance data and statistics about users
- Operational preparedness for all users and all modes
 - Maintenance
 - Sweeping
 - Striping
 - Landscape management
- Staff training in complete streets design
- Standards that allow responsiveness to users
- Budget prioritization of complete streets elements
- Evidence of past implementation
 - Clearly apparent integration of complete streets elements
 - History of compliant projects
 - Multimodal level of service standards
 - History of actively implementing modal plans
 - Presence of programs and enforcement of modal access
 - Controlling traffic and speed
 - Pedestrian scale lighting

Funding

The Legislature provided \$3 million in year one and \$14 million in subsequent biennia for the Complete Streets Awards Program. TIB staff expects the 2016 call for nominations to incorporate two years of available funding, for an anticipated \$10 million total funding amount. TIB staff may recommend an additional year's funding in the fall if enough additional cities and counties establish eligibility. Subsequent calls for award nominations would be in two or three year cycles.

The Board will confer the awards and approve the funding level. The award consists of two funding targets: \$250,000 for cities and counties early in the Complete Streets adoption process and \$500,000 for cities and counties with highly-integrated policies and a track record of complete street project design and development. The Board may also set different funding levels depending on amount of available funds, number of eligible cities and counties, quality of potential projects and recovery of unused funds.

Immediately after board approval of the city's or county's proposed work plan, TIB will disburse funds to the city or county. The city or county will hold the funds in a restricted account to be used only on activities in the approved work plan. TIB staff can approve work plan amendments administratively. Cities must expend funds within three years of payment or the funds will be recovered by TIB.

Implementation Schedule

May	June	July	August
<ul style="list-style-type: none">• Framework adoption at board meeting	<ul style="list-style-type: none">• Invitations to nominators• Training for nominators and cities and counties	<ul style="list-style-type: none">• Practice with case studies	<ul style="list-style-type: none">• Prepare communications<ul style="list-style-type: none">○ Announcements○ Nomination form○ Press release
September	October	December	January
<ul style="list-style-type: none">• Call for nominations	<ul style="list-style-type: none">• Nominations due Oct 21st• Pull info from nominees	<ul style="list-style-type: none">• Evaluation• TIB staff jury• Negotiate work plans	<ul style="list-style-type: none">• Board award January 27, 2017

Complete Streets Statute

RCW 47.04.320

Complete streets grant program—Purpose—Goals—Awards—Report.

- (1) The transportation improvement board shall establish a complete streets grant program within the department's highways and local programs division, or its successor. During program development, the board shall include, at a minimum, the department of archaeology and historic preservation, local governments, and other organizations or groups that are interested in the complete streets grant program. The purpose of the grant program is to encourage local governments to adopt urban arterial retrofit street ordinances designed to provide safe access to all users, including bicyclists, pedestrians, motorists, and public transportation users, with the goals of:
 - (a) Promoting healthy communities by encouraging walking, bicycling, and using public transportation;
 - (b) Improving safety by designing major arterials to include features such as wider sidewalks, dedicated bicycle facilities, medians, and pedestrian streetscape features, including trees where appropriate;
 - (c) Protecting the environment and reducing congestion by providing safe alternatives to single-occupancy driving; and
 - (d) Preserving community character by involving local citizens and stakeholders to participate in planning and design decisions.
- (2) For purposes of this section:
 - (a) "Eligible project" means (i) a local government street or road retrofit project that includes the addition of, or significant repair to, facilities that provide street access with all users in mind, including pedestrians, bicyclists, and public transportation users; or (ii) a retrofit project on city streets or county roads that are part of a state highway that include the addition of, or significant repair to, facilities that provide access with all users in mind, including pedestrians, bicyclists, and public transportation users.
 - (b) "Local government" means incorporated cities and towns and counties that have adopted a jurisdiction-wide complete streets ordinance that plans for the needs of all users and is consistent with sound engineering principles.
 - (c) "Sound engineering principles" means peer-reviewed, context sensitive solutions guides, reports, and publications, consistent with the purposes of this section.
- (3) In carrying out the purposes of this section, the transportation improvement board may award funding, subject to the availability of amounts appropriated for this specific purpose, only to eligible projects that are designed consistent with sound engineering principles.
- (4) The transportation improvement board must report annually to the transportation committees of the legislature on the status of any grant projects funded by the program created under this section.

[2015 3rd sp.s. c 44 § 401; 2011 c 257 § 2.]

NOTES:

Effective date—2015 3rd sp.s. c 44: See note following RCW 46.68.395.

Intent—2011 c 257: "Urban main streets should be designed to provide safe access to all users, including bicyclists, pedestrians, motorists, and public transportation users. Context sensitive design and engineering principles allow for flexible solutions depending on a community's needs, and result in many positive outcomes for cities and towns, including improving the health and safety of a community. It is the intent of the legislature to encourage street designs that safely meet the needs of all users and also protect and preserve a community's environment and character." [2011 c 257 § 1.]

**CITY OF WEST RICHLAND
ORDINANCE NO. 15-16**

**AN ORDINANCE OF THE CITY OF WEST RICHLAND, WASHINGTON,
ESTABLISHING COMPLETE STREETS POLICY AND ADDING CHAPTER
12.03 COMPLETE STREETS POLICY TO THE WEST RICHLAND
MUNICIPAL CODE**

THE CITY COUNCIL FOR THE CITY OF WEST RICHLAND, WASHINGTON, do hereby ordain as follows:

WHEREAS, the Washington State Legislature recommends that cities in the State of Washington establish a complete streets policy by ordinance; and

WHEREAS, a complete streets is designed to provide safe access to all users, including bicyclists, pedestrians, motorists, and public transportation users; and

WHEREAS, the goal of the complete streets program is to: 1) promote a healthy community by encouraging walking, bicycling and the use of public transportation, 2) improve safety by designing arterials to include features such as wider sidewalks or separate multi-purpose pathways, dedicated bicycle facilities, medians and streetscape features, 3) protect the environment and reduce congestion by providing safe alternatives to single occupancy driving, and 4) preserving the communities character.

WHEREAS, the City Council has reviewed this ordinance and determined that passage of this ordinance is in the best interests of the public health, safety, and welfare of the citizens of West Richland;

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF WEST RICHLAND, WASHINGTON, do hereby ordain as follows:

Section 1. Chapter 12.03 Complete Streets Policy of the West Richland Municipal Code is hereby added to read as follows:

Sections:

- 12.03.010 Purpose.
- 12.03.020 Definitions.
- 12.03.030 Complete streets infrastructure.
- 12.03.040 Implementation of complete street principles.
- 12.03.050 Goal to foster partnerships.
- 12.03.060 Best practice criteria.
- 12.03.070 Exceptions.

12.03.010 Purpose.

The City of West Richland shall, to the maximum extent practicable, scope, plan, design, construct, operate and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, public transportation users, motorists, emergency responders, freight and users of all ages and abilities in all new construction, retrofit, or reconstruction projects.

Through ongoing operations and maintenance, the City of West Richland shall identify cost-effective opportunities to include complete street practices.

12.03.020 Definitions.

“Complete street” means a road that is designed to be safe and accessible for motorists, bicyclists, transit vehicles and users, freight, emergency services providers, and pedestrians of all ages and abilities. The complete street policy focuses not just on changing individual roads, but on changing the decision-making process so that all users are routinely considered during the planning, designing, constructing, and operation and maintenance of all roadways.

“Complete streets infrastructure” means design features that contribute to a safe, convenient, or comfortable travel experience for users, including but not limited to features such as: sidewalks; shared use paths; bicycle lanes; automobile lanes; paved shoulders; street trees and landscaping; planting strips; curbs; accessible curb ramps; bulb outs; crosswalks; refuge islands; pedestrian and traffic signals, including countdown and accessible signals; signage; street furniture; bicycle parking facilities; traffic calming devices such as rotary circles and surface treatments such as paving blocks, textured asphalt, and concrete; narrow vehicle lanes; and raised medians.

12.03.030 Complete Streets Infrastructure.

West Richland shall incorporate complete streets infrastructure into existing public streets to create a comprehensive, integrated, connected transportation network that balances access, mobility, health, economy, and safety needs of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities as feasible and appropriate.

12.03.040 Implementation of complete street principles.

West Richland shall incorporate complete streets principles into the Transportation Element of the City’s Comprehensive Plan, ADA Transition Plan, Public Works design standards, Parks and Recreation Master Plan, and other plans, manuals, rules, regulations, and programs as feasible and appropriate.

12.03.050 Goal to foster partnerships.

West Richland’s goal is to foster partnerships with all Washington State transportation funding agencies including the Washington State Department of Transportation (WSDOT), the Federal Highway Administration, Benton County, Richland School District, Port of Kennewick, citizens, businesses, interest groups, neighborhoods, and any funding agency to implement West Richland’s complete streets policy.

12.03.060 Best practice criteria.

The Public Works Director or his/her designee shall modify, develop and adopt policies, design criteria, standards and guidelines based upon recognized best practices in street design, construction and operations including but not limited to the latest editions of American Association of State Transportation Officials (AASHTO), Institute of Transportation Engineers (ITE) and National Association of City Transportation Officials (NACTO) guidelines and standards, while reflecting the context and character of the surrounding built and natural environment and enhancing the appearance of such.

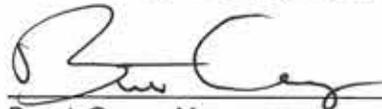
12.03.070 Exceptions.

Complete streets infrastructure for pedestrians, bicyclists, transit users and/or people of all ages and abilities are not required to be provided in new construction, retrofit or reconstruction of projects when:

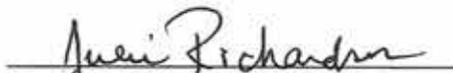
- A. A documented absence of current or future need exists, as identified in City plans and future travel demand models; or
- B. Non-motorized uses are prohibited by law; or
- C. Routine maintenance and repair of the transportation network is performed that does not change the roadway geometry or operations; or
- D. The cost would be disproportionate to the total project cost; or
- E. The City Engineer issues a documented exception concluding that application of complete streets principles is unnecessary or inappropriate because it would be contrary to public safety; or
- F. Where there are significant adverse environmental impacts to streams, wetlands, steep slopes, or other critical areas; or
- G. Where the establishment would be contrary to the transportation element of the comprehensive plan; or
- H. Where their inclusion in a small, isolated project would create a very short section of improvements with problematic transitions on either end or that are in an isolated area unlikely to be followed by similar improvements at either end, resulting in little progress on implementing complete streets networks.

Section 2. This ordinance shall be in full force and effect five days following the date of its passage and publication in the official newspaper of the City.

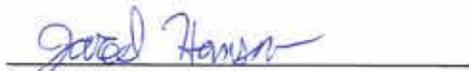
PASSED by the City Council for the City of West Richland, Washington, this 6th day of September, 2016.


Brent Gerry, Mayor

ATTEST:


Julie Richardson, City Clerk

APPROVED AS TO FORM:


Jared Hanson, City Attorney

ORDINANCE 2015 - 13



ORIGINAL

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, ADOPTING CHAPTER 12.07 SMC TO INCLUDE A “COMPLETE STREETS” POLICY OF PROVIDING ACCOMODATION FOR PEDESTRIANS, BICYCLISTS, MOTOR VEHICLE DRIVERS, TRANSIT USERS, EMERGENCY SERVICES PROVIDERS, FREIGHT, AND PEOPLE OF ALL AGES AND ABILITIES IN ALL TRANSPORTATION PROJECTS, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the term “Complete Streets” describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel for all users, including pedestrians, bicyclists, motor vehicle drivers, transit users, emergency services providers, freight, and people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities; and

WHEREAS, the one-third of Americans that do not drive, disproportionately represented by older adults, low-income people, people with disabilities, and children would benefit from the equitable distribution of safe, alternative means of travel that will result from Complete Streets policies; and

WHEREAS, research demonstrates that children who walk or bicycle to school have higher daily levels of physical activity and better cardiovascular fitness than children who do not actively commute to school; and

WHEREAS, the occurrence and severity of pedestrian and bicyclist injuries could be decreased by implementing Complete Streets policies;

WHEREAS, studies have shown that Americans prefer to live in work in places where they can walk, bicycle, and be physically active;

WHEREAS, municipalities throughout Yakima County face high levels of obesity and chronic illness, in both children and adults; and

WHEREAS, a 2014 survey of Sunnyside residents conducted by the City of Sunnyside found that 67% of respondents currently walk or bike in Sunnyside, and 62% of respondents indicated that additional biking and walking facilities would encourage them to walk and bike more; and

WHEREAS, Sunnyside's Comprehensive Plan – Transportation Element Policy 2.7 states "Provide and promote the development of pedestrian and bicycle paths to schools, parks, and activity centers, as well as linkages between these paths"; and

WHEREAS, Sunnyside's Comprehensive Plan – Transportation Element Policy 2.8 states "The City shall include the need to accommodate bicycle safely in its management and design of the city street network, including designating bicycle routes throughout the city"; and

WHEREAS, Sunnyside's Comprehensive Plan – Transportation Element Policy 3.3 states "The City will improve pedestrian access through public improvements, sign regulations, and development standards. The maintenance of public and private improvements should be given priority commensurate with downtown's role as the focal point of the community"; and

WHEREAS, Sunnyside's Comprehensive Plan – Transportation Element Policy 3.6 states "Whenever the city contemplates reconstruction or major maintenance work on a city street not having sidewalks, the ability to provide sidewalks at that time should be fully explored"; and

WHEREAS, in 2011, the Washington State Legislature passed the Complete Streets Bill (ESHB 1071), creating a complete streets grant program to encourage street designs that safely meet the needs of all users and also protect and preserve a community's environment and character; and

WHEREAS, adopting a Complete Streets ordinance will qualify Sunnyside to apply for the State complete streets grant program, when it is funded by the Legislature; and

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

Section 1. Title 12 of the Sunnyside Municipal Code is hereby amended to add Chapter 12.07 Complete Streets Policy, which reads as follows:

Chapter 12.07 Complete Streets Policy

12.07.010 Purpose

The City of Sunnyside shall, to the maximum extent practicable, scope, plan, design, construct, operate and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight, and users of all ages and abilities in all new construction or reconstruction projects of public streets. Through ongoing operations and maintenance, the City of Sunnyside shall identify cost-effective opportunities to include Complete Streets practices.

12.07.020 Definitions

“Complete Street” means a road that is designed to be safe and accessible for drivers, bicyclists, transit vehicles and riders, freight, emergency service providers, and pedestrians of all ages and abilities. The Complete Street policy focuses not just on changing individual roads, but on changing the decision-making process so that all users are routinely considered during the planning, designing, building, and operation of all roadways.

“Complete Streets Infrastructure” means design features that contribute to a safe, convenient, or comfortable travel experience for users, including but not limited to features such as: sidewalks; shared use paths; bicycle lanes; automobile lanes; paved shoulders; street trees and landscaping; planting strips; curbs; accessible curb ramps;

bulb outs; crosswalks; refuge islands; pedestrian and traffic signals, including countdown and accessible signals; signage; street furniture; bicycle parking facilities; traffic calming devices such as rotary circles, traffic bumps, and surface treatments such as paving blocks, textured asphalt, and concrete; narrow vehicle lanes; and raised medians.

“Street” means any public right of way, including arterials, connectors, alleys, ways, lanes, and roadways by any other designation, as well as bridges, tunnels, and any other portions of the transportation network, that is open for use by the general traveling public.

“Street Project” means the construction, reconstruction, retrofit, maintenance, alteration, or repair of any street, and includes the planning, design, approval, and implementation processes.

“Users” means individuals that use streets, including pedestrians, bicyclists, motor vehicle drivers, and public transportation riders and drivers.

12.07.030 Complete Streets Infrastructure

As feasible, Sunnyside shall incorporate Complete Streets Infrastructure into existing public streets to create a comprehensive, integrated, connected transportation network that balances access, mobility, health, economy, and safety needs of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities.

12.07.040 Implementation of Complete Streets Principles

Sunnyside will incorporate complete streets principals into the City’s Comprehensive Plan, public works standards, parks and recreation comprehensive plan, traffic circulation plan, and other plans, manuals, rules, regulations, and programs as feasible and appropriate.

12.07.050 Freight/Truck Routes Consideration

Because freight is important to the basic economy of the City and has unique right-of-way needs to support that role, freight will be the major priority on streets classified as truck routes. Complete Street improvements that are consistent with freight mobility but also support other modes and user needs shall be considered for truck routes.

12.07.060 Exceptions

Facilities for pedestrians, bicyclists, transit users and/or people of all abilities are not required to be provided in new construction or reconstruction Street Projects when:

- A. A documented absence of current or future need exists, as identified in City plans and future travel demand models; or
- B. Non-motorized uses are prohibited by law; or
- C. Routine maintenance and repair of the transportation network is performed that does not change the roadway geometry or operations; or
- D. The cost exceeds more than 20% of the total project cost for new construction; or
- E. The Public Works Director issues a documented exception concluding that application of complete streets principles is unnecessary or inappropriate because it would be contrary to public safety; or
- F. Where there are significant adverse environmental impacts to streams, wetlands, steep slopes, or other critical areas; or
- G. Where the establishment would be contrary to the Transportation Element of the Comprehensive Plan; or
- H. Where their inclusion in a small, isolated project would create a very short section of improvements with problematic transitions on either end or that are in an isolated area unlikely to be followed by similar improvements at either end, resulting in little progress on implementing Complete Streets networks.

12.07.070 Best Practice Criteria

The Public Works Director shall modify, develop and adopt policies, design criteria, standards and guidelines based upon recognized best practices in street design, construction and operations including but not limited to the latest editions of American Association of State Transportation Officials (AASHTO), Institute of Transportation Engineers (ITE) and National Association of City Transportation Officials (NACTO) guidelines and standards, while reflecting the context and character of the surrounding built and natural environment and enhancing the appearance of such.

Section 2. Statutory construction and severability:

- a) This ordinance shall be construed so as not to conflict with applicable federal or state laws, rules, or regulations. Nothing in this ordinance authorizes any City agency to impose any duties or obligations in conflict with limitations on municipal authority established by federal or state law at the time such agency action is taken.
- b) In the event that a court or agency or competent jurisdiction holds that a federal or state law, rule, or regulation invalidates any clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances, it is the intent of the ordinance that the court or agency sever such clause, sentence, paragraph, or sentence so that the remainder of this ordinance remains in effect.

First Reading: June 22, 2015

Second Reading: July 13, 2015

Section 3. Statutory construction and severability: This ordinance shall take effect thirty (30) days from the date of publication.

PASSED this 13th day of July, 2015.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, PLLC
Attorneys for the City of Sunnyside

ORDINANCE 122386

1
2 AN ORDINANCE relating to Seattle's Complete Streets policy, stating guiding principles and
3 practices so that transportation improvements are planned, designed and constructed to
4 encourage walking, bicycling and transit use while promoting safe operations for all
5 users.

6 WHEREAS, the City Council, with the Mayor concurring, adopted Resolution 30915 that defines
7 the Complete Streets policy; and

8 WHEREAS, City policy as stated in the Transportation Strategic Plan and the Seattle
9 Comprehensive Plan is to encourage walking, bicycling and transit use as safe,
10 convenient and widely available modes of transportation for all people; and

11 WHEREAS, Seattle's Complete Streets guiding principle is to design, operate and maintain
12 Seattle's streets to promote safe and convenient access and travel for all users ---
13 pedestrians, bicyclists, transit riders, and people of all abilities, as well as freight and
14 motor vehicle drivers; and

15 WHEREAS, other jurisdictions and agencies nationwide have adopted Complete Streets
16 legislation including the U.S. Department of Transportation, numerous state
17 transportation agencies, San Francisco, Sacramento, San Diego, Boulder, Chicago and
18 Portland; and

19 WHEREAS, the Seattle Department of Transportation (SDOT) will implement Complete Streets
20 policy by designing, operating and maintaining the transportation network to improve
21 travel conditions for bicyclists, pedestrians, transit and freight in a manner consistent
22 with, and supportive of, the surrounding community; and

23 WHEREAS, transportation improvements will include an array of facilities and amenities that
24 are recognized as contributing to Complete Streets, including: street and sidewalk
25 lighting; pedestrian and bicycle safety improvements; access improvements for freight;
26 access improvements, including compliance with the Americans with Disabilities Act;
27 public transit facilities accommodation including, but not limited, to pedestrian access
28 improvement to transit stops and stations; street trees and landscaping; drainage; and
street amenities; and

WHEREAS, SDOT will implement policies and procedures with the construction, reconstruction
or other changes of transportation facilities on arterial streets to support the creation of
Complete Streets including capital improvements, re-channelization projects and major
maintenance, recognizing that all streets are different and in each case user needs must be
balanced; NOW, THEREFORE,



1 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

2 Section 1. SDOT will plan for, design and construct all new City transportation
3 improvement projects to provide appropriate accommodation for pedestrians, bicyclists, transit
4 riders, and persons of all abilities, while promoting safe operation for all users, as provided for
5 below.

6
7 Section 2. SDOT will incorporate Complete Streets principles into: the Department's
8 Transportation Strategic Plan; Seattle Transit Plan; Pedestrian and Bicycle Master Plans;
9 Intelligent Transportation System Strategic Plan; and other SDOT plans, manuals, rules,
10 regulations and programs as appropriate.

11
12 Section 3. Because freight is important to the basic economy of the City and has unique
13 right-of-way needs to support that role, freight will be the major priority on streets classified as
14 Major Truck Streets. Complete Street improvements that are consistent with freight mobility but
15 also support other modes may be considered on these streets.

16
17 Section 4. Except in unusual or extraordinary circumstances, Complete Streets principles
18 will not apply:

- 19
- 20 • to repairs made pursuant to the Pavement Opening and Restoration Rule (SDOT
21 Director's Rule 2004-02);
 - 22 • to ordinary maintenance activities designed to keep assets in serviceable condition
23 (e.g., mowing, cleaning, sweeping, spot repair and surface treatments such as chip
24 seal, or interim measures on detour or haul routes);
- 25
26
27



- where the Director of Transportation issues a documented exception concluding that application of Complete Street principles is unnecessary or inappropriate because it would be contrary to public safety; or
- where other available means or factors indicate an absence of need, including future need.

Section 5. Complete Streets may be achieved through single projects or incrementally through a series of smaller improvements or maintenance activities over time. It is the Mayor's and Council's intent that all sources of transportation funding be drawn upon to implement Complete Streets. The City believes that maximum financial flexibility is important to implement Complete Streets principles.

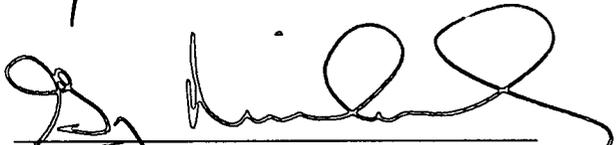


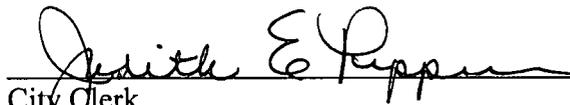
1 Section 6. This ordinance shall take effect and be in force thirty (30) days from and after
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by the City Council the 30th day of April, 2007, and signed by me in open
5 session in authentication of its passage this 30th day of April, 2007.

6
7
8 
9 President _____ of the City Council

10 Approved by me this 7th day of May, 2007.

11
12 
13 Gregory J. Nickels, Mayor
14
15 Filed by me this 7 day of May, 2007.

16
17 
18 City Clerk

19 (Seal)





Complete Streets Award



\$100K



\$1M

- Actual award value based on adopted work plan
- Use of awarded funds is self-directed
 - Walk
 - Bike
 - Access to transit
 - Aesthetics



Complete Streets Nominations= 88

Tier 1



12 nominations

Tier 2



Department of Commerce



10 nominations

Tier 3



8 nominations



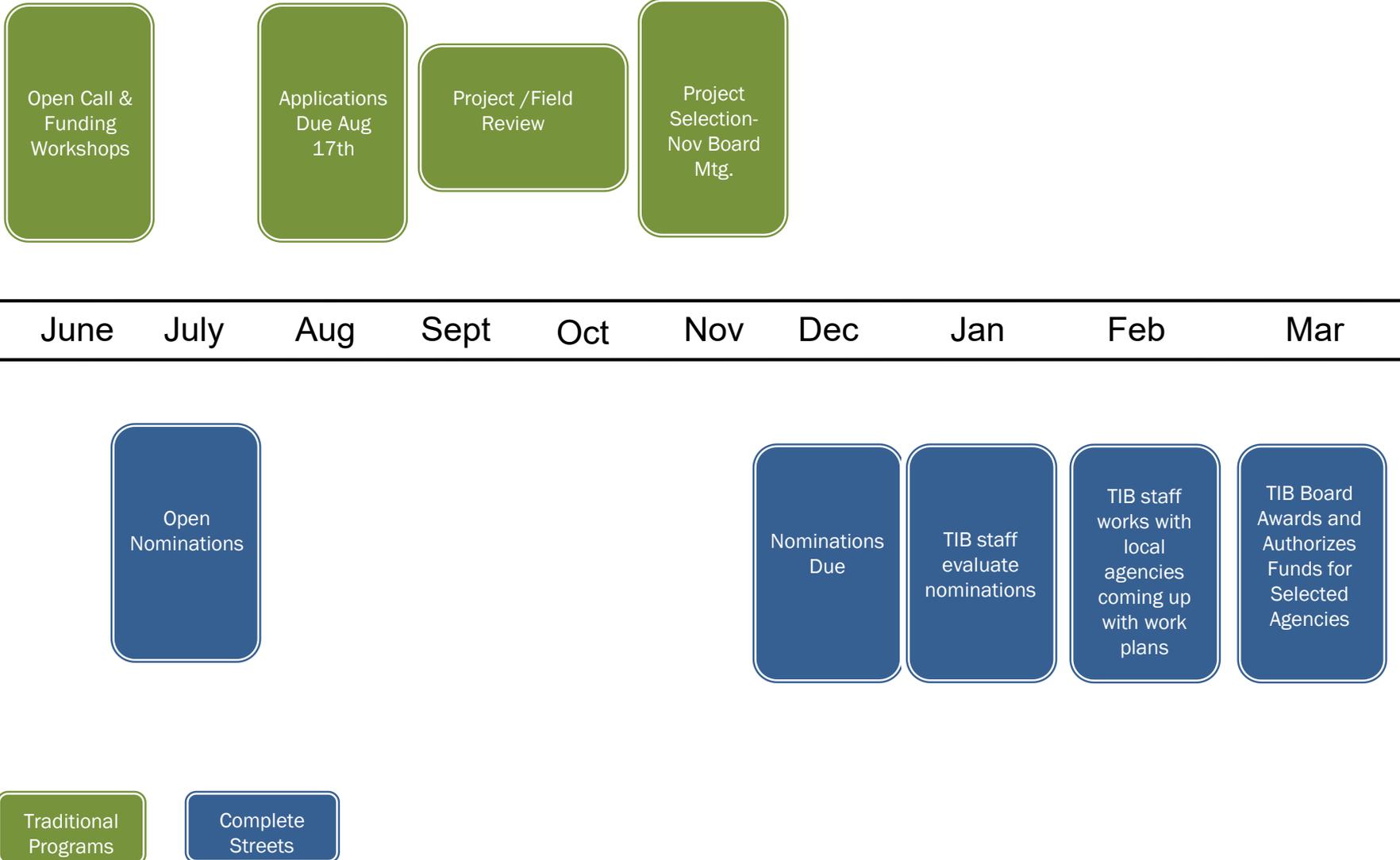
All Programs

- Community Engagement
- Keep your TIB Region Engineer involved and informed
- Involve CS nominators
- Have an adopted bike/ped plan





2018 Funding Schedule



Traditional Programs

Complete Streets

IDEAL ELEMENTS OF A COMPLETE STREETS POLICY

- ▶ **Vision and Intent:** Includes an equitable vision for how and why the Community wants to complete its streets. Specifies need to create complete, connected, network and specifies at least for modes, two of which must be biking and walking.
- ▶ **Diverse Users:** Benefits all users equitable, particularly vulnerable users and the most underinvested and underserved communities.
- ▶ **Commitment in all Projects and Phases:** Applies to new, retrofit/reconstruction, maintenance, and ongoing projects.
- ▶ **Clear, Accountable Expectations:** Makes any exceptions specific and sets a clear procedure that requires high level approval and public notice prior to exceptions being granted.
- ▶ **Jurisdiction:** Requires interagency coordination between government departments and partner agencies on Complete Streets.
- ▶ **Design:** Directs the use of the latest and best design criteria and guidelines and sets a time frame for their implementation.
- ▶ **Land Use and Context Sensitivity:** Considers the surrounding community's current and expected land use and transportation needs.
- ▶ **Performance Measures:** Establishes performance standards that are specific, equitable, and available to the public.
- ▶ **Project Selection Criteria:** Provides specific criteria to encourage funding prioritization for Complete Streets implementation
- ▶ **Implementation Steps:** Includes specific next steps for implementation of the policy.

**National Complete Streets Coalition, 2018.



MONROE CITY COUNCIL
Transportation/Planning, Public Works, Parks & Recreation and Public Safety Committee Meeting
Tuesday, July 24, 2018, 6 P.M.
 Monroe City Hall

2018
Committee
Councilmembers
Ed Davis
Jim Kamp
Jeff Rasmussen

SUBJECT:	<i>Downtown Art</i>
-----------------	----------------------------

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
07/24/2018	Parks	Mike Farrell	Becky Hasart	New Business C.

Discussion: 07/24/2018

Attachments: 1. None.

REQUESTED ACTION(S):

Discussion – provide direction to recommend an appropriately-sized 2019 budget request for commissioned art sculpture within the Downtown plaza area that may meet scope expectations for cost of materials, size and level of artistry.

Issue:

The policy question for the City Council Legislative Committee is whether the 2018 Art Selection Committee’s recommendation of setting a \$20,000 budget for 2019 may meet scope expectations for cost of materials, size and level of artistry to commission an art sculpture within the Downtown plaza area.

DESCRIPTION/BACKGROUND

The City Council approved the establishment of a Public Art Policy in 2016 and authorized 2018 funding in the amount of \$10,000 for an outdoor sculpture to be installed within the newly renovated Downtown Plaza Area. A Call for Sculptors was advertised mid-February with a deadline of March 30, 2018.

The City received five proposals from three different artists, and the proposals were then reviewed by an *Art Selection Committee* that met on April 17, and April 26, 2018. The Art Selection Committee was comprised of individuals representing the following organizations:

- Monroe Arts Council (Robert Bogue).
- Monroe Chamber of Commerce (Yvonne Gallardo).
- Downtown Monroe Association (Dianne Forth).
- Monroe Planning Commission (Heather Rousey).
- Monroe Park Board (Steve Whalen).
- Monroe City Council (Jeff Rasmussen).
- Monroe City Staff (Mike Farrell, Brad Feilberg, Ben Swanson).

The *Art Selection Committee* reviewed the five proposals and ranked them as follows:

- | | |
|-----------------------------------|---|
| 1. Lance Carleton “Fat Tire” | 2. Leon White “The Night Watchman” |
| 3. Leon White “The Wisdom Seeker” | 4. Leon White “Sit and Smell the Roses” |
| 5. Vincent Cavanaugh “Untitled” | |

Art Selection Committee Recommendation to Monroe City Council on May 15, 2018:

After careful deliberation, the Committee determined the submittals were not unique to Monroe. Although the proposals demonstrated a high quality body of work, they did not reflect Monroe’s

history, culture, or environment. The Committee recommended an alternative option to carryover the \$10,000 to the following year with the expectation an additional \$10,000 be allocated for art in the 2019 budget. The Committee generally agreed \$20,000 would be an appropriate amount to secure high quality original pieces, reflective of Monroe.

The Monroe City Council moved to defer action to select a proposal for 2018 and directed Mayor and Staff to schedule a budget scoping discussion with the City Council or Council Committee to recommend an appropriately-sized budget for 2019 that meets scope expectations for cost of materials, size and level of artistry.

ALTERNATIVES

Provide direction to staff to set a preliminary 2019 Budget request of \$20,000 to commission an art sculpture within the Downtown plaza area that may meet scope expectations for cost of materials, size and level of artistry.

Provide direction to staff to set a preliminary 2019 Budget request of \$_____ to commission an art sculpture within the Downtown plaza area that may meet scope expectations for cost of materials, size and level of artistry.

Bring the issue back to the full City Council for discussion.



MONROE CITY COUNCIL
Transportation/Planning, Public Works, Parks & Recreation and Public Safety Committee Meeting

Tuesday, July 24, 2018, 6 P.M.
 Monroe City Hall

2018 Committee
 Councilmembers
 Ed Davis
 Jim Kamp
 Jeff Rasmussen

SUBJECT:	Public Defense RFP
-----------------	---------------------------

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
07/24/2018	City Clerk	Elizabeth Adkisson	Elizabeth Adkisson	New Business D.

Discussion: 07/24/2018
Attachments: 1. Request for Proposal/DRAFT Contract

REQUESTED ACTION: Information only; review RFP and timeline.

DESCRIPTION/BACKGROUND

The City's contract for primary indigent defense services will expire December 31, 2018. A Request for Proposals has been issued for these purposes. The proposed RFP timeline is as follows:

RFP Timeline:

June 29, 2018	RFP open; receive proposals
July 27, 2018	RFP closes (4:30 p.m.)
August 2018	Interviews (Panel); and Selection
August-September 2018	Adjust 2019 Budget Request (<i>as needed</i>)
October-November 2018	2019 Budget Review/Approval
December 11, 2018	Contract Approval to Council
January 1, 2019	Contract effective

IMPACT – BUDGET

The 2018 budget for Public Defense is \$180,000; this is based on estimates of 500 cases at a rate of \$360 per case. Services are provided by the primary public defender and conflict public defense counsel.

Based on recent discussions with providers in the area, prices are expected to increase to an estimated \$500 per case; which would lead to an increase in the budget to \$250,000 per year (for 500 indigent defense cases). Staff will include this estimated increase in 2019 Budget discussions; and adjust as necessary based on the RFP and selection process.

TIME CONSTRAINTS

Current contract expires December 31, 2018.

ALTERNATIVES TO REQUESTED ACTION

N/A.



CITY OF MONROE

REQUEST FOR PROPOSAL FOR PUBLIC DEFENDER SERVICES

PURPOSE OF REQUEST

The City of Monroe ("City") requests proposals to provide Public Defender services to indigent criminal defendants.

TIME SCHEDULE

The City will follow a timetable, which should result in a selection of a firm by approximately January 1, 2019. Proposals will be accepted until 4:30 p.m. on July 27, 2018. Interviews of selected candidates will, if required, be scheduled in August, 2018.

SCOPE OF SERVICES

General Description. Pursuant to Chapter 10.101 RCW, all indigent criminal defendants must be provided with effective legal representation. The City has adopted standards for the provision of public defense services as required by state law. The Supreme Court of Washington has adopted revisions to Standard 3.4 implementing Court Rule CrR 3.1 which establishes case count standards for public defenders. The City uses an unweighted standard. Copies of public defense standards adopted by the City are available upon request from the City Clerk/Contract Administrator of the City and are incorporated in the draft contract for services included in the Request for Proposals. The Public Defender will provide legal representation for eligible defendants from court appointment or screening through trial, sentencing, post-conviction review and any appeals to Superior Court. Assignments to represent clients in the Washington appellate courts will be made through the State Office of Public Defender (OPD) system. The Public Defender, or subcontractor of the Public Defender, will:

- (A) attend all arraignment calendars, status conferences and court hearings required by the Washington Court or Local Court Rules as now or hereafter adopted;
- (B) attend all hearings and trials involving defendants on whose behalf the Public Defender has been appointed; and
- (C) be available to talk with and meet, in person, eligible indigent defendants at the Snohomish County jail, and an office location in the City or covenant to it.

Copies of the Request for Proposals, the City's standards, and the proposed contract, may be obtained from the City Clerk, City of Monroe, 806 W. Main Street, Monroe WA 98272. To ensure consideration of your proposal, response to the RFP must be received by 4:30 p.m., July 27, 2018.



**CITY OF MONROE
REQUEST FOR PROPOSAL FOR PUBLIC DEFENDER SERVICES**

I. PURPOSE OF REQUEST

The City of Monroe, Washington, requests proposals to provide Public Defender Services for indigent criminal defendants for an initial term of one (1) year commencing January 1, 2019, with the option to extend the contract with the mutual agreement of the parties for two additional one-year periods (or one two-year period). Proposals are sought from private law firms, not-for-profit entities, and public agencies.

The City will pay the Public Defender for representational services, including lawyer services and appropriate support staff services, sentencing advocacy, investigatory, and legal services; including, but not limited to, interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, and preparation for and appearance at court proceedings including arraignments and post-conviction calendars. Necessary expenses such as expert witness, mental health, translator and investigative services will be paid directly to the expert or investigator when authorized by the Court or, depending on the proposal, investigatory and other similar services may be included as a part of a monthly fee.

II. INSTRUCTIONS TO PROPOSERS

A. All proposals should be sent to:

Elizabeth Adkisson
City Clerk (Contract Administrator)
City of Monroe
806 W Main Street
Monroe, WA 98272

B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: "RFP- Public Defender".

C. **All proposals must be received by Friday, July 27, 2018, at 4:30 p.m.**, at which time they will be opened. Three copies of proposals must be presented. No faxed, e-mailed, or telephone proposals will be accepted.

D. Proposals should be prepared simply and economically, providing a straight forward, concise description of the provider's capability to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content. Use of both sides of paper sheets for any submittals to the City is desirable whenever practicable.

- E. The City will attempt to schedule interviews, if desired, during the month of August, 2018. Proposers should take note that a selection may be made by the City based on the written proposals submitted and should plan accordingly.
- F. The firm(s) or attorney(s) selected will be notified in August or September of 2018. The City Council must ratify a Contract with the selected firm or attorney as appropriate (December 2018). The anticipated start date is January 1, 2019.
- G. All proposals must include the following information:

- 1. The names of individuals who are proposed to provide public defense services and their areas of responsibility.
- 2. A resume of all attorneys who will provide legal services, or supervise the provision of legal services by others, illustrating the attorney's specific experience in criminal defense.
- 3. A proposed outline of tasks necessary to represent eligible indigent defendants under current defense standards, including the number of hours required to complete each task.

The City estimates approximately 400 indigent defendant appointments in 2019; and Year-to-date appointments in 2018 project to a total of about 400 cases. The City is seeking to contract for an unweighted case count of up to 400 cases per year.

- 4. Tasks relating to managing the caseload (include recommendation for transition of current cases from previous law firm, if applicable). A description of your case management system is required along with your capability to provide accurate monthly reports of the information referred to in Section 1.9 *et seq* of the attached agreement for public defense services.
- 5. A description of the means by which the attorneys providing legal services may be reached by defendants after normal office hours, and how attorneys will communicate with non-English speaking clients.
- 6. References.
- 7. Types of insurance (self insurance or policy coverage) and level of insurance coverage.

- H. Please provide additional information in the proposal as follows:

- 1. Experience in Providing Defense Services and Contract Performance:
 - a. How long has your firm been in existence? How many years has it practiced criminal defense?

- b. Has your firm handled indigent clients through a public defense contract? Describe the types of cases in which you have represented such clients.
- c. How many attorneys currently employed by your firm would be involved in public defense under the proposal? Resumes and references must be provided for each attorney.
- d. How many staff employees does your firm employ? How many staff will be assigned to the public defense services contract(s)?
- e. Does any employee of the firm have or could reasonably be anticipated to have any conflict of interest with the City and if so, how will that conflict be addressed?

2. Contract performance:

- a. If your firm has previously provided or is providing contract services for a city or county, please provide documents, if any exist, which outline or evaluate the quality of contract compliance under these contracts.
- b. Please note specifically any termination for cause of such a public contract in whole or in part. Please note any corrective action required under such public contracts.
- c. Has any attorney employed by the firm been disciplined by the Washington State Bar Association, or any other mandatory bar association of any other state?
- d. Has any attorney employed by the firm been removed from a case because of a court finding of ineffective assistance of counsel?
- e. Has any attorney in your firm been monetarily sanctioned by a court for any reason? Please provide a summary of the sanction, including the court and date sanction was imposed.
- f. Has any attorney in your firm had an action for malpractice filed in any court? If so, what is the status or disposition of the filing?

I. Proposed Delivery of Services

Taking into account the standards for service adopted by the City as well as the case limits adopted by the Washington Supreme Court, please provide the following information or proposals:

- A. Please describe your firm's general policy guidelines when addressing the needs of indigent misdemeanor clients.

- B. How will you monitor the caseload of attorneys providing indigent defense services? The term “caseload” includes not only cases assigned by the City of Monroe but also any other publicly contracted for or private civil and criminal cases.
- C. What type of training do the attorneys in your firm receive which would be relevant to practice in criminal law and public defense? How will you supervise and monitor the attorney(s) who provide services under this contract?
- D. What is your firm’s capacity for working with non-English speaking clients?
- E. Does your firm have any experience working with ex-offenders, the mentally ill or other clients who are in need of social service referrals?

III. SELECTION CRITERIA

The selection of a Public Defender will be based upon the ability of the proposer to best meet the guidelines established by the 2011 Bar Association revision which states:

The object of these guidelines is to alert the attorney to the course of action that may be necessary, advisable, or appropriate and thereby assist the attorney in deciding the particular actions that must be taken in a case to **ensure that the client receives the best representation possible.**

In its evaluation process, the City will consider the completeness of the written proposal, the qualifications of the specific individuals proposed for assignment to act as Public Defender, the proposer’s history of successfully fulfilling contracts of this type, and experience in similar work. In evaluating the cost of services, the City will seek value. “Value” means the best qualified attorney(s) at a price typical for the provision of defense services compliant with Standard One of the WSBA Indigent Defense Guidelines in Snohomish County, Washington. Each proposal will be independently evaluated on these factors.

IV. TERMS AND CONDITIONS

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- C. The City reserves the right to award any Contract to the next most qualified proposer if the successful proposer does not execute a Contract within thirty (30) days after the award of the proposal.
- D. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not timely withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days to provide to the City, the services

described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.

- E. The Contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the Contract is attached for review. The City reserves the right to reject any proposed Contract or Contract that does not conform to the specifications contained in the RFP, and which is not approved by the City Attorney's office.
- F. The City shall not be responsible for any cost incurred by a firm in preparing, submitting, or presenting its response to the RFP.
- G. Support Services. By submitting a response to this RFP, the Public Defender warrants that adequate staff services and facilities will be established to enable the effective provision of legal services in accord with the draft Contract. (See attached). This warranty shall continue through the term of the Contract.
- H. Term. Public Defender services will commence on January 1, 2019, for an initial term of approximately one year, terminating on December 31, 2019. The Parties may mutually agree to extend the resulting Contract for an additional term of one or two years.
- I. Screening. Determination of indigency for eligibility for appointed counsel for this Contract will be determined by the Monroe Municipal Court. The Public Defender will not be responsible for screening potential clients. Should the Public Defender determine a defendant is not eligible for assigned counsel, the Public Defender will so inform the court, and move to withdraw from the case.
- J. Reporting. The Public Defender shall file monthly reports with the City delineating each client who has been appointed to the Public Defender, in the format directed by the City. See Contract Section 1.9. The format shall not include any attorney client privileged information. The report shall designate whether the client was "conflicted" to another attorney for representation or the client hired another private attorney. The report is due on or before the tenth day of the following month for services of the prior month. An option for use of the Defender Data Software system is included in the Contract (See Section 2.5.6)
- K. Case Count. Case counts will be determined on an unweighted basis in accord with Supreme Court Standard 3, irrespective of any subsequent reappointments pursuant to failure to appear (hereinafter "FTA"). Cases will be counted at the time of first appointment. Cases subsequently conflicted, or where a private attorney is hired, will be noted on the next report and will not be counted as a Public Defender case. Post-trial conviction status: Cases where a defendant was previously represented by the Public Defender, that were previously counted when they were in a pre-trial status, will not be counted again unless they FTA at a post-conviction hearing. Post-conviction cases where defendants FTA and are subsequently reappointed to the Public Defender will be counted again; however, this will occur only once. No matter how many times a Defendant FTA's and the

Public Defender is reappointed when the case is in a post-conviction status, the case will be recounted only once. Coverage at arraignment calendars and post-conviction calendars when the Public Defender appears without a client will be counted at 0.22 case per hour.

- L. Associated Counsel. Any counsel associated with or employed by the Public Defender shall have the authority to perform the services called for herein when approved by the City and the Public Defender may employ associated counsel to assist at the Public Defender's expense. The Public Defender 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 and illnesses.
- M. Attorney Conflict. In the event the Public Defender must withdraw from a case because of a conflict of interest, the Public Defender shall refer the defendant to another attorney approved by and under contract with the City. The cost of conflict counsel shall be paid by the City and not by the Public Defender.
- N. Twenty-Four Hour Telephone Access. The Public Defender shall provide to the City police department the telephone number or numbers at which the Public Defender can be reached for critical stage advice to defendants during the course of police investigations and/or arrests twenty-four hours each day.
- O. Washington Supreme Court Rules. The Public Defender will comply with court policy consistent with Washington Supreme Court Rules as now or hereafter adopted. Proposers should take into account the Supreme Court's review of CrR 3.1 and CrRLJ 4.1 as well as the Standards for Indigent Defense Representation adopted by the City, as the same exist or are hereafter amended.
- P. Rule of Professional Conduct 3.2. The Public Defender will comply with RPC 3.2 by expediting litigation consistent with the interests of the client. The Public Defender must establish reasonable office hours in which to meet with clients prior to the day of hearing or trial and within seventy-two hours of appointment, provided, however, that the Public Defender shall meet with in-custody defendants within twenty-four to forty-eight hours of appointment except in emergent circumstances. The Public Defender shall ensure that all client communications occur in an appropriate confidential setting.
- Q. Interpreters. The Public Defender shall be responsible for ensuring the Public Defender's ability to properly communicate with clients. Many clients will speak English as a second language, or not at all.
- R. Professional Liability Coverage. During the term of the Contract, Contract terms shall require the Public Defender to provide Professional Liability Insurance of a minimum of one million dollars, in a for acceptable to the City; or alternatively, if the proposer is a public agency, shall provide proof of self-insurance with terms acceptable to the City. Additional detail is provided in the attached Contract. Written proof of the insurance policy for calendar year 2015 shall be filed with the City at the inception of this Contract, no later than January 1, 2019, and by

December 1 preceding each succeeding year of the Contract. The Public Defender shall provide the City with proof of insurance for “tail coverage” no later than January 1, 2019. The purpose of “tail coverage” is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract. The Liability Insurance provided to the City shall be primary to Liability Insurance of each respective City and shall list the City as an additional insured. Without proof of coverage, no payment will be made to the Public Defender until such proof of insurance has been received by City.

- S. Indemnification. The Public Defender shall indemnify the City as provided in the Contract.
- T. Discovery Provided. The City shall provide to the Public Defender at no cost to the Public Defender or the defendant one copy of all discoverable materials concerning each assigned case with the exception of audio and video tapes which shall be made available for inspection in accordance with rules for discovery. The Public Defender will receive electronic copies of discovery or may request hard copies be provided.
- U. The City shall reimburse the Public Defender for reasonable investigation and expert witness fees if the court orders an investigator or expert witness upon motion of the Public Defender. See Contract for additional provisions regarding expenses.
- V. Code Provided. The City shall provide the Public Defender with a copy of the Criminal Code and any amendments thereto adopted during the term of this Contract.
- W. Assignment; Subcontractors. No assignment or transfer of the Contract or of any interest in the Contract shall be made by the Public Defender without the prior written consent of the City.
- X. Termination. The Contract shall be terminable only for cause, on the mutual agreement of the parties or the termination of the municipal court. See Contract Sections 3.1 to 3.4.
- Y. Training. Any attorney providing services pursuant to this Contract shall at its cost take training approved by the State Office of Public Defense, including at least seven hours per year of continuing legal education (CLE) credits related to criminal defense.
- Z. Supervision. The Public Defender shall provide appropriate and competent supervision of attorneys, if necessary, depending on their experience, skill and the simplicity or complexity of the cases they are assigned.

- AA. Monitoring. Upon demand by the Contract Administrator, the Public Defender shall provide the reports designated in the Contract, Section 1.9. The Contract Administrator may also monitor public defense services by review and inspection of transcripts, in-court observations, and through solicitation of comments from judges and other defense lawyers and clients to evaluate their skill and effectiveness as criminal lawyers.
- BB. Non-discrimination. The Public Defender in their representations of clients shall not discriminate on the grounds of race, color, religion, national origin, age, marital status, gender, sexual orientation/gender identity, or disability. The Public Defender shall comply with all federal, state, and local non-discrimination requirements.
- CC. Private Practice. The Public Defender shall each year provide a listing of hours worked and billed by the attorney(s) providing service under this agreement for nonpublic defense legal services, including number and types of private civil or criminal cases.
- DD. Case Loads. Contractors holding more than one public defense Contract shall list each Contract. Based upon the City adopted service provision standards and judicial policies such as post-filing diversion; the opportunity to negotiate the resolution of cases as non-criminal violations; and other court administrative procedures that diminish the burden on attorneys providing services pursuant to this Contract, all attorneys providing services shall maintain a caseloads which fully comply with City or Washington State Supreme Court standards, whichever is more restrictive. In the event that these standards significantly change during the term of the agreement, the parties will meet and renegotiate the terms of the contract. A “significant change” is a change beyond the scope of Supreme Court Rules currently published and available for comment, regardless of whether finally adopted. See Section 2.6.1 of the Contract.

V. SCOPE OF SERVICES

- A. General Description. Pursuant to Chapter 10.101 RCW, all indigent criminal defendants, who are determined to be eligible under Section C below and who are charged under ordinances of the City, will be referred to the Public Defender. The Public Defender will provide legal representation for each of these defendants from court appointment or screening through trial, sentencing, post-conviction review and any appeals to Superior Court or Washington Appellate Courts. Such cases include domestic violence cases. The Public Defender will be available to talk and meet with indigent defendants in the Snohomish County Jail or elsewhere. The Public Defender will be present at the arraignment calendar consistent with Supreme Court Rule CrR 3.1 and CrRLJ 4.1, as now or hereafter adopted.

- B. Standards for Public Defense Services. The Public Defender shall at all times comply with the Rules of Professional Conduct (RPC) and all other applicable court rules as the same exist or are hereafter amended. The Public Defender shall maintain the highest standards of conduct and behavior towards the Court, the prosecutor and all parties. Public Defenders shall endeavor to comply with the City Standards for Public Defense Services as the same exist or are hereafter amended. The Standards are contained in City of Monroe Resolution No. 2012/024.
- C. The Public Defender will attempt to initiate contact with assigned clients within twenty-four hours of assignment. The Public Defender will provide their clients with contact information for availability during office hours. The Public Defender will also return client phone calls or other attempts to contact the Public Defender within forty-eight hours, excluding weekends.
- D. The Public Defender must commit to reviewing each case before the defendants first appearance in court post-arraignment and discuss the case in a confidential setting with each defendant prior to the first court appearance post-arraignment. It will also be expected that the Public Defender attend arraignment and in-custody calendars.
- E. The Public Defender shall have an office that accommodates confidential meetings with clients and receipt of mail, and adequate telephone services to ensure prompt response to client contact.
- F. The Public Defender shall provide for adequate numbers of secretaries, word processing staff, paralegals, and other support services including the provision of adequate and competent interpreter services. Expert witness and investigator services may be provided at an additional cost pursuant to court authorization, with direct payment to the expert or investigator. See Contract Section 2.4.

VI. COMPENSATION

Please note: the selection of a Public Defender will be based on qualification and value, not the lowest proposed fee structure.

- A. Please present detailed information on the firm's proposed fee schedule either on a price-per-case basis or a total yearly/monthly fee, noting any variations for non-routine services. Services covered by this RFP that are not explicitly identified as non-routine will be assumed to be included in the basic fee. Please provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable and how costs are adjusted, if at all, according to that classification. Proposers may include the cost of investigative services for separate, authorized payment.

- B. If the proposal includes by-case compensation, payment by the City for the services will only be made after the services have been performed (judgment and sentence or dismissal). An itemized billing statement shall be submitted in the form specified by the City and approved by the appropriate City representative. Payment shall be made on a monthly basis, in accordance with the City's accounts payable procedures.

ATTACHMENTS: DRAFT Contract for Indigent Defense Services

**CITY OF MONROE
CONTRACT FOR INDIGENT DEFENSE SERVICES**

WHEREAS, the City of Monroe, Washington (hereinafter "City") provides public defense services pursuant to contract with _____ ("Public Defender"); and

WHEREAS, a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled *Wilbur, et al v. Mt. Vernon, et al* (hereinafter the "Decision") emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City's obligations under the Sixth and Fourteenth Amendments to the United States Constitution; and

WHEREAS, the Washington Supreme Court has adopted standards regarding the caseload of Public Defenders and the Washington State Office of Public Defense has provided guidance regarding case weighting system; and

WHEREAS, the City has conducted an evaluation of its public defense system, including the court system and appointment process; and

WHEREAS, the City desires to contract with the Public Defender under the guidance of the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City in Resolution No. 2012/024.

NOW THEREFORE, In consideration of the mutual benefits to be derived and the promises contained herein, the City of Monroe, Washington, a municipal corporation ("City") and the Public Defender(s) who will perform services under this contract (the "Public Defender") have entered into this Agreement.

1. Scope of Services, Standards and Warranty. The Attorney will provide indigent defense services in accordance with the standards adopted by the City of Monroe Resolution No. 2012/024 (hereinafter "Standards"). These Standards are incorporated by this reference as if herein set forth. In the event the Standards adopted by the City are amended in order to incorporate changes required to conform to changes in Washington Supreme Court Rules or Standards or in the Washington State Bar Association Standards, the parties agree to reopen this Agreement in order to incorporate those changes and adjust the provisions of this Agreement, including compensation as needed to conform this Agreement to the Standards. The decision of the Honorable Robert S. Lasik in *Wilbur v. Mt. Vernon, et al*, details affirmative duties and obligations of the Attorney and ultimately the City. ("Decision") The Attorney individually warrants that he/she, and every attorney and/or intern employed by the Attorney to perform services under this contract, have read and are fully familiar with the provisions of the Washington Supreme Court rule, the Washington State Bar Association Standards, and the Standards adopted by the City. Compliance with these Standards and guidance provided by the Decision goes to the essence of this Agreement.

1.1 The Attorney and every attorney and/or intern performing services under this Agreement shall certify compliance with the Supreme Court Caseload Standards quarterly with the Monroe Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the Municipal Court.

1.2 By way of illustration and not limitation, the Attorney has proposed compensation levels, staffing and infrastructure that provide the capacity and resources to meet the Standards including affirmative efforts to contact a client who fails to appear for an appointment and document those efforts.

1.3 The Attorney will maintain contemporaneous records on a daily basis in a format approved by the City. The Attorney will provide confirmation of continuing education courses in the area of criminal law and defense annually by December 31st. The Attorney will maintain and provide to the City all data, information and case files referenced in the Standards and this contract and any and all other information reasonably requested by the City or a successor, so long as consistent with the attorney-client privilege and any protective order entered by a court of competent jurisdiction. The Attorney shall promptly report a sustained disciplinary action by the Washington State Bar Association or a finding by a court of competent jurisdiction that an Attorney has been found to have provided ineffective assistance of counsel.

1.4 The Attorney will use a free “do not record” phone line to contact incarcerated indigent defendants and take reasonable measures consistent with local practice to ensure confidentiality of contacts with incarcerated defendants.

1.5 The Attorney shall, with respect to any jail or other incarceration facility in which an assigned defendant is incarcerated:

1.5.1 Review forms from the jail or other incarceration facility to assure that they accurately advise clients whether written communications are confidential; and

1.5.2 With reference to any indigent defendant client being held in an out-of-county jail or other incarceration facility, determine what arrangements have been made to allow clients to maintain confidential communications with their attorney and timely notify the City if no such arrangements are in place.

1.6 The Attorney shall maintain client complaints regarding his services received in a log as well as in the client’s file and shall follow up on complaints within three (3) court days. Copies of the complaint log shall be provided to the City on a quarterly basis or upon its request on the form developed by the City. The Attorney shall cooperate to the full extent consistent with preservation of the attorney-client privilege and any protective order, with review of Complaints by the City or other outside resource contracted with by the City to review the Attorney’ performance under this contract.

1.7 The Attorney warrants that his/her compensation, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, and systems necessary to comply with the Standards.

1.8 Each and every Attorney providing services under this Agreement shall earn at least seven CLE credits per year in areas relevant to the criminal law, as well as misdemeanor or public defense practice. The Attorney shall document training annually by providing the City with a list of all trainings attended by Attorney and staff during each year of the contract. Any training which results in a CLE credit shall be so designated showing the CLE credit given for such training.

1.9 The Attorney shall implement a system to collect the following information, ("Data Points"). The information gathered shall include:

1.9.1 the number of cases assigned to each Attorney authorized as a service provider each month, with the year-to-date total;

1.9.2 the number of closed cases in which expert services were requested;

1.9.3 the number of closed cases in which interpreter services requested, either in court or for utilization by the Attorneys;

1.9.4 the number of closed cases in which an investigator was used;

1.9.5 the number of closed cases in which substantive motions were filed;

1.9.6 the number of closed cases which were tried by a jury, by a judge, or in which charges were dismissed or significantly reduced on the day of trial;

1.9.7 the number of cases which were resolved by the dismissal of the charges, a significant reduction in charges or dismissal of other cases with a plea on the remaining case(s);

1.9.8 the number of appeals and/or writs;

1.9.9 the number of attorneys and investigator hours per closed case; and

1.9.10 the number of other criminal and civil cases handled in the calendar year. Information relating to the complexity of any civil matter and time billed will be provided.

1.10 The parties will communicate regularly regarding the information collected both under this Agreement and pursuant to the other Data Points. The parties will calendar meetings at least annually as may be necessary to review the data collected and its significance. Attorney agrees to cooperate and communicate with the City to the full extent consistent with preservation of the attorney/client privilege.

1.11 The Attorney shall provide counsel to defendants at arraignment and preliminary appearances regardless of whether they have been screened.

1.12 The Attorney's preparation and appearance at arraignment and status calendars where the Attorney appears without a case assignment shall be counted at 0.22 case per hour in determining case counts and compensation review under Section 2.6.

2. Compensation. Effective January 1, 2019, the City shall pay the Attorney for services rendered under this contract the sum of _____ (\$_____) per month to reflect an annualized case count of up to four hundred cases at _____ (\$_____) per case. For the initial term, Attorney will be prepared to handle up to four hundred cases.

The compensation amount represents the salary and benefits necessary to the Attorney performing anticipated work on four hundred assigned cases and all infrastructure, support, and systems necessary to comply with the Standards. As provided in Section 2.6 and its sub-paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load, if any. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards with an adequate reserve capacity for each attorney. The Attorney additionally agrees and promises that he/she will devote his/her full effort to the performance of this Agreement and will undertake no private practice of law or other public defense contract that would impede his/her ability to perform under this Agreement.

2.1 Case Counts. Based upon case counts maintained by Attorney and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately four hundred cases. As provided in the Standards, the case counts also include the Attorney's appearance at all arraignment calendars. (See Section 1.11 and 1.12 above). The terms "case" and "credit" shall be defined as provided in the Standards. The City has adopted an unweighted case count.

2.2 Adjustment; Internal Allocation. As provided in the Standards, compensation may be revised upwards. Upon the Attorney's request, the City shall review any particular case with the Attorney to determine whether greater compensation should be assigned, and upward revisions shall not be unreasonably refused.

2.3 Base Compensation. Except as expressly provided in Section 2.4 and 2.5, the cost of all infrastructure, administrative support and systems, as well as standard overhead services necessary to comply with the established standards is included in the base payment provided in Section 2.1 above.

2.4 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when approved by the Court from funds available for that purpose. Unless the services are performed by the Attorney's staff or paraprofessional subcontractors, such as translator(s) or investigator(s), non-routine expenses include, but are not limited to:

- 2.4.1 medical and psychiatric evaluations;
- 2.4.2 expert witness fees and expenses;
- 2.4.3 interpreters;
- 2.4.4 polygraph, forensic and other scientific tests;
- 2.4.5 a computerized or other legal research which is not typically maintained as a part of defense counsel legal libraries or research capabilities;
- 2.4.6 investigation expenses; and
- 2.4.7 any other expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2.5 The City shall pay or reimburse the following:

2.5.1 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, including but not limited to, salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

2.5.2 Copying Client's Files. The actual cost of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus Attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

2.5.3 Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The actual cost of preparing and making copies of direct appeal transcripts for representation in post-conviction relief cases;

2.5.4 Records. To the extent such materials are not provided through discovery, the cost of acquiring medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs; an

2.5.5 Process Service. The normal, reasonable cost for the service of a subpoena.

2.5.6 [Optional] Defender Data. The actual cost, not to exceed Three Dollars (\$3.00) per case, to utilize the Defender Data reporting system. A one-time Fifty Dollar (\$50) reimbursement will be paid for the cost of setting up the reporting system.

2.6 Review and Renegotiation.

2.6.1 Due to Increases or Decreases in Caseload. The City and the Attorney shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of cases assigned. "Significant" shall mean a change of more than ten percent in the number of cases assigned. If cases are estimated to approach or exceed four hundred cases per year or one-hundred cases per quarter, the parties may renegotiate this contract to increase case coverage and compensation to the Attorney. At the request of either party, the City and the Attorney will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. The Attorney shall promptly notify the City when quarterly caseloads require use of overflow or conflict counsel to assure that cases assigned to the Attorney remain within the limits adopted in this contract and comply with state and local standards.

2.6.2 Renegotiation Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule.

2.6.3 Review of Contract Extension. On or before August 1, 2019, unless this Agreement has been terminated as provided herein, the Attorney will give the City a proposal for a one or two year extension provided for in Section 3. The City shall respond by November 31, 2019. With the mutual agreement of the parties, compensation and other contract terms may be adjusted for future years.

3. Term. The term of this Agreement shall be from January 1, 2019, through December 31, 2019, unless sooner terminated as provided herein. The Agreement may be extended for two additional one-year terms (or one additional two-year term) at the mutual agreement of the parties.

3.1 For Cause. This Agreement may be terminated for cause for violation of any material term of this Agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, a violation of the Standards or the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney, or

any attorney providing service under this Agreement, has been suspended or revoked. Any violation of the other provisions of this Agreement shall be subject to cure. Written notice of contract violation shall be provided to the Attorney who shall have thirty business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

3.3 Termination on Cessation of the Municipal Court. In the event that the City in its sole discretion chooses to terminate its Municipal Court, this Agreement shall expire following one year written notice by the City to the Attorney.

3.4 Obligations survive Termination. In the event of termination of this Agreement, the following obligations shall survive and continue:

3.4.1 Representation. The compensation established in this Agreement compensates the Attorney for services relating to each and every assigned case. Therefore, in the event this Agreement is terminated pursuant to Sections 3.2 and 3.3 above, the Attorney will continue to represent clients on assigned cases set for trial to be held within sixty days of the date of termination until a case is concluded on the trial court level or the client fails to appear for a scheduled court appearance. The Attorney will continue to represent clients in post-conviction proceedings and will be compensated at the rate of _____ (\$_____) per hour for preparation and attendance at any hearing or other post-conviction proceeding for a minimum of one year or such other term as the parties shall agree. The Attorney will reasonably cooperate with newly appointed counsel on case reassignment in fulfillment of his/her ethical obligations.

3.4.2 The provisions of Sections 1 and 5, as well as this subsection 3.4 survive termination as to the Attorney. The City shall remain bound by the provisions of Section 2.4 and its subsections with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Attorney nor any person acting on behalf of the Attorney shall, by reason of race, creed, color, national origin, sex, sexual orientation, including gender identity, honorably discharged veterans or military status, or the presence of any sensory, mental, or physical disability, HIV/AIDS and Hepatitis C status, or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification.

5.1 The Attorney agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorney's fees or awards, and including claims by Attorney's own employees to which the Attorney might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Attorney, his/her officers or agents.

5.2 It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Attorney's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

5.3 The City agrees to hold harmless and indemnify the Attorney, his/her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including the Attorney's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

5.4 This clause shall survive the termination or expiration of this Agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Attorney shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Attorney, or the agents, representatives, employees, or subcontractors of the Attorney.

6.1 Minimum Scope of Insurance. The Attorney shall obtain insurance of the types described below, naming the City as additional named insureds:

6.1.1 General Liability with a minimum limit of liability of two million dollars (\$2,000,000) combined single limit each occurrence bodily injury and property damage.

6.1.2 Automobile Liability covering owned and non-owned vehicles with a minimum limit of liability of one million dollars (\$1,000,000) combined single limit each occurrence bodily injury and property damage.

6.1.3 Professional Liability (Errors and Omissions) for Attorney with a minimum limit of liability of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

6.1.4 Workers' Compensation per statutory requirements of Washington industrial insurance RCW Title 51.

6.2 Verification of Coverage. The Attorney shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for “tail coverage” no later than December 31 of the year of termination of the Contract. The purpose of “tail coverage” is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract.

7. Work Performed by the Attorney. In addition to compliance with the Standards, in the performance of work under this Agreement, the Attorney shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to Attorney’s business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at the Attorney’s Risk. The Attorney shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney’s own risk, and the Attorney shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. The Attorney shall also pay his/her employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of the Attorney’s particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Attorney has personally signed this Agreement below to indicate that he/she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City’s sole discretion. Any assignment of this Agreement by the Attorney without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Attorney. With the approval of the City, an additional attorney may be added to this Agreement by adding his or her signature to these agreements.

11. Entire Agreement; Prior Agreement Superseded. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

12. Written Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CITY OF MONROE

Elizabeth Adkisson, City Clerk
City of Monroe
806 West Main
Monroe WA 98272

PUBLIC DEFENDER

(NAME)
(COMPANY)
(ADDRESS)
(ADDRESS)

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Contract Administrator, whose decision shall be final. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Attorney and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable Attorney's fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Whatcom County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2019.

CITY OF MONROE

By: _____
Geoffrey Thomas, Mayor

ATTEST/AUTHENTICATED:

By: _____
Elizabeth M. Adkisson, MMC, City Clerk

**APPROVED AS TO FORM:
OFFICE OF CITY ATTORNEY**

By: _____
W. Scott Snyder

PUBLIC DEFENDER

(NAME)

EXHIBIT A

The undersigned Attorney hereby personally warrant and certify that as a condition of their performance of this Agreement, they will commit to providing the services under this Agreement in accordance with the Standards set forth in sections 1, 4, and 7, and that the Attorney's personal warranty of that performance shall survive the Agreement in accordance with subsection 3.4 of this Agreement.

ATTORNEY:

Print Name

DRAFT