



**CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP AGENDA
Monday, January 23, 2023
5:00 PM**

MEETING INFORMATION

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/81988950291>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

- A. Traffic issues around Washougal: 32nd street and Washougal River Road Roundabout.

IV. NEW BUSINESS

- A. City Manager's Office: Community Chest Presentation
- B. City Manager's Office: Affordable Housing Sales Tax Credit Update
- C. Finance: Professional Services Agreement for Indigent Defense Services with Jack Peterson, Attorney at Law, P.C.
- D. Human Resources: Memorandum of Understanding with AFSCME 307 Finance and Payroll Analyst

V. PUBLIC COMMENTS

VI. REPORTS AND COMMUNICATIONS

- A. CITY MANAGER
- B. MAYOR
- C. CITY COUNCIL

VII. ADJOURNMENT

UPCOMING MEETINGS: Monday, February 13, 2023 - Workshop at 5:00 pm and Council at 7:00 pm

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/9/2022

SUBJECT:

MEETING INFORMATION

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81988950291>

DEPT. OF ORIGIN:

Finance

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

No

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/23/2023

SUBJECT:

DEPT. OF ORIGIN:

Finance

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

No

ATTACHMENTS:

- ▯ Traffic issues around Washougal: 32nd street and Washougal River Road Roundabout.

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

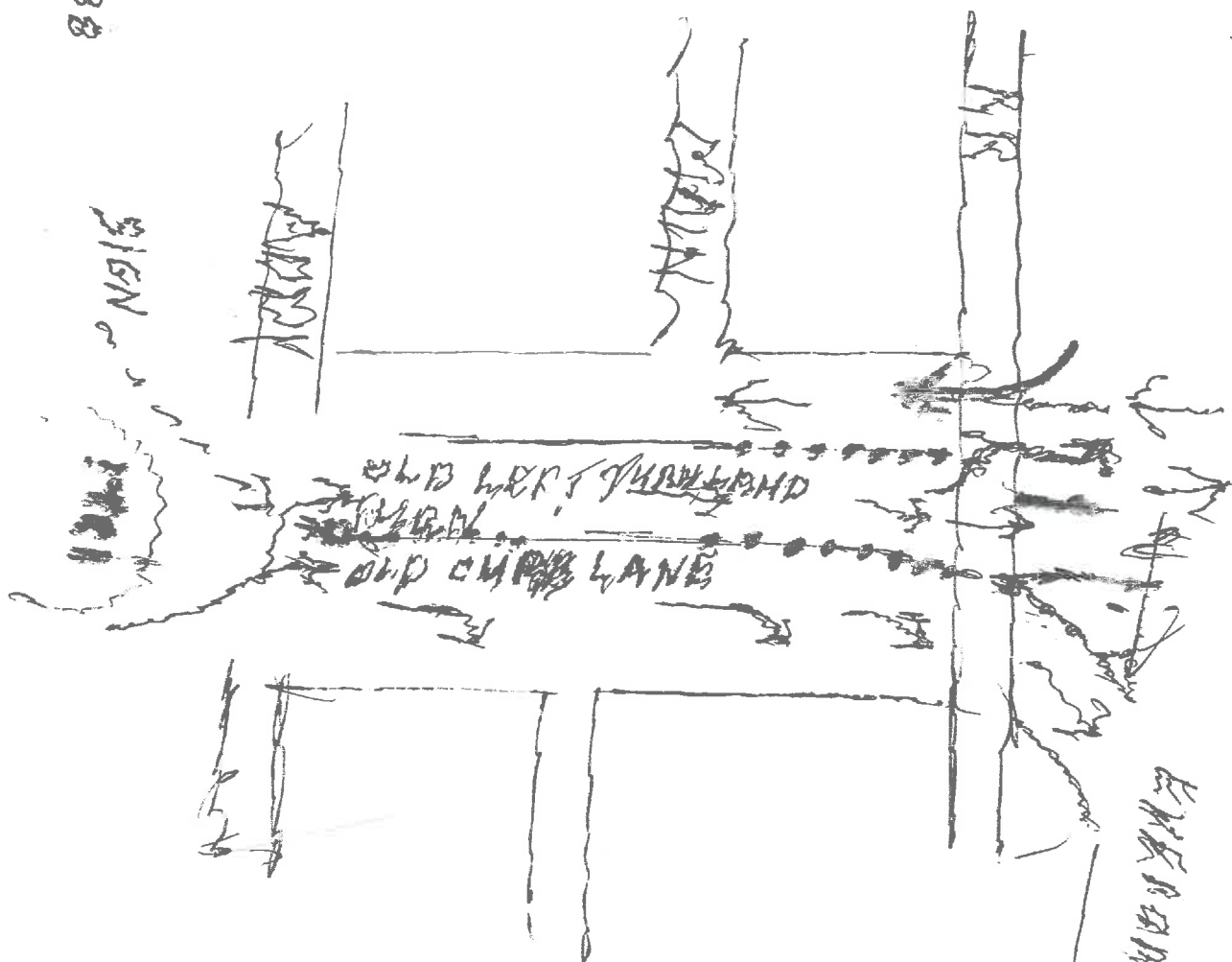
RECOMMENDED ACTION

Received

JAN 23 2023

City of Washougal

WASHOUGAL



HARVEY
OLSON
360 835-5038

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/23/2023

SUBJECT:

Community Chest Presentation

DEPT. OF ORIGIN:

Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

No

ATTACHMENTS:

▢ **CWCC 2023 campaign presentation 2023**

EXPENDITURE REQUIRED:

BUDGETED:

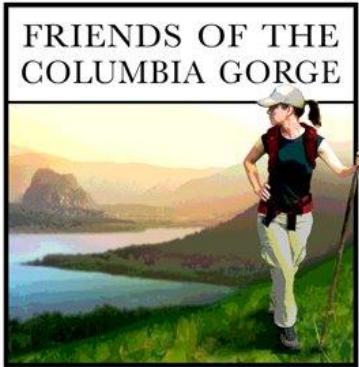
APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION



Organizations we supported in 2022:



CLARK COUNTY
HISTORICAL MUSEUM



PATHWAYS CLINIC



CAMAS-WASHOUGAL
COMMUNITY CHEST

SINCE 1946

ReFuel Washougal



Our grant purchased:
Cold weather Bivy Bags,
Sleeping bags,
CTRAN bus passes, and
Motel rooms during severe
weather



Produce Pals



Our grant supported:
Educating and inspiring children to grow, prepare, and eat healthy foods.



Teen Reach Adventure Camp – Camas



Camp for foster and at-risk youth. Our grant provided a climbing wall, which helped campers build relationships with trusted adults and provide opportunities to improve confidence and self-value.



The logo for Meals on Wheels People is a circular emblem. It features the words "Meals ON Wheels" in a large, black, cursive script font, with "ON" in a smaller, black, sans-serif font. Below this, the word "PEOPLE" is written in a white, bold, sans-serif font. The entire circular logo is set against a light green background.

Silver Star Search and Rescue



Our grant purchased:
Specialized titanium handles
for their rescue litter,
Allowing rescuers to better
balance the load, decreasing
rescuer fatigue, and
improving patient safety.



Inter-Faith Treasure House



Providing food for anyone who is hungry.

Treasure House thrift store income used to pay for utilities, but the store has been closed for over 2 years.

Our grant pays IFTH's utility bills. We are keeping the lights on at the Treasure House!



Our grant to the Camas and Washougal Principal's Checkbook provides:



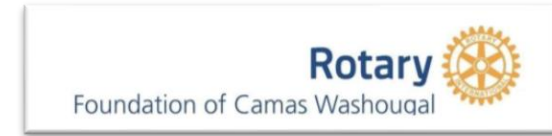
Funds to help students in financial need have access to activities, services, or materials necessary for a well-rounded, quality education.

Principals and teachers can pay for clothes, shoes, activity fees, head lice treatment, or emergency medical treatment deemed necessary by the school's principal to help ensure equitable education for students in need.



C-W Community Chest partnership with the **Camas-Washougal Rotary Foundation**

Made 7 grants totaling \$15,000 in 2022:



- Friends & Foundation of Camas Library
- FVR Library – Washougal branch
- Lunchmoney Indoor Skatepark
- Camas Parks & Rec – Camtown
- Camas Parks & Rec – No Ivy League
- REACH – Gateway Gardens and Town Square
- Refuel Washougal
- For 2023, Rotary Foundation pledged at least \$10,000

New for 2023:

Camas Lions Foundation has pledged \$5,000 for 2023 grants



Please support the Community Chest

C-W Community Chest has no paid employees and very low expenses. We have pledged to give back every dollar donated.

Over **97% of all donations** have gone directly back into the community. (The remaining 2-3% largely covers insurance and printing fees.)

Now is the time to donate:

via your payroll deduction plan

or at www.CamasWashougalCommunityChest.org/donate

Please help us get the word out to other organizations in our community.

Thank you for your ongoing support!





Back up slides

East County Family Resource Center



Our grant supported:
Weekend food backpacks,
Parent education,
Youth support,
Emergency basic assistance,
Behavioral health services,
Healthcare service,
Building skills in families



GFWC - Camas-Washougal



Our grant purchased books and "fine motor skills / sensory" packets for pre-K children in both Washougal and Camas School Districts.





Who we are:

A philanthropic organization providing grants to local charitable organizations to improve the welfare of our community.

WHAT WE DO

We collect donations from individuals and businesses and distribute them to nonprofits providing services in our community.

WHERE & WHY?

We advance the welfare of Camas & Washougal by funding grants across a range of needs:

- *poverty, hunger, homelessness*
- *schools and education*
- *health, welfare, special needs*
- *natural resource conservation*
- *crisis and emergency services*
- *civic, culture, arts, history*
- *diversity, equity, and inclusivity*

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/23/2023

SUBJECT:

Affordable Housing Sales Tax Credit Update

DEPT. OF ORIGIN:

Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

📎 **Affordable Housing Sales Tax Credit Update.pdf**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Affordable Housing Sales Tax Credit Update

01/23/2023 | Presented by Tristan Haberstich, Management Analyst Intern



City of Washougal

Affordable Housing Sales Tax Credit Update

What We'll Cover

1. City Council 2022-2023 Goals
2. Background
3. Parameters
4. Fund Use Research
5. Interlocal Agreement
6. Next Steps



Washougal City Council 2022-2023 Goals

Community

- Explore opportunities for enhanced homelessness response



Background

2019 Encouraging Investments in Affordable and
Supportive Housing Act

SHB 1406

RCW 82.14.540

2020 Ordinance 1925

WMC 3.05.025



Background

Did not raise taxes for consumers.

This is a **tax credited** against the 6.5% state sales tax. Washougal receives 0.0073% based on local taxable retail sales.

*Annual funds available ~ **\$14,454***

Ends in 2040

This **tax credit** expires twenty years after first implemented.



Parameters

*Moneys collected under this section must be used solely, as required by RCW 82.14.540 and as hereinafter amended, for the purpose of **acquiring, rehabilitating, or constructing affordable housing**, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385 or funding the **operation and maintenance** of new units of affordable housing or supportive housing or for providing **rental assistance** to tenants.*

Washougal Municipal Code 3.05.025



Fund Use Research

What is the most effective use of this limited resource?



Proposed Interlocal Agreement

Vancouver Housing Authority

Through the proposed Interlocal Agreement with the City of Washougal, VHA will provide a limited rental subsidy program for households located in Low Income Housing Tax Credit Properties in Washougal.



Proposed Interlocal Agreement

- The VHA Rent Buy-Down Subsidy will **provide \$200 a month rental assistance** to households that are paying greater than \$300/month more than 35% of their monthly income toward rent. Tenants must have income below 50% Area Median Income at the time of initial leasing.
- Through this agreement VHA will provide up to **\$60,000** per fiscal year that is inclusive of the City of Washougal contribution (~ **\$14,454**).
- This provides 300 assistance payments = 25 households for 1-year.



Next Steps

- VHA drafting ILA
- City Council review of draft ILA draft in workshop session
- Approval of ILA by City Council and VHA board
- Implement Rent Buy-Down Subsidy
- Program evaluation and ongoing updates



Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/23/2023

SUBJECT:

Professional Services Agreement for Indigent Defense Services with Jack Peterson, Attorney at Law, P.C.

DEPT. OF ORIGIN:

Finance

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▢ **Professional Services Agreement for Indigent Defense Services with Jack Peterson, Attorney at Law, P.C 2023-2024**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

CONTRACT FOR PUBLIC DEFENSE SERVICES

This Agreement made and entered by and between the CITY OF WASHOUGAL, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as “City”; and JACK PETERSON, ATTORNEY AT LAW, P.C., hereinafter referred to as “Contractor”.

WHEREAS, the City has a constitutionally mandated responsibility to provide public defender services and desires to have said legal services performed for eligible persons entitled to representation in the City of Washougal as authorized by law; and

WHEREAS, the City desires to engage the Contractor to provide Legal Services and other related professional services for the City as the City’s Primary Public Defender. Contractor has agreed to offer its professional services to perform said work; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by the City, the State, and the Supreme Court.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

SECTION I DEFINITIONS

The following definitions control the interpretation of this Agreement:

a. The term “Eligible Client” shall mean a defendant, parent, juvenile deemed to be handled as an adult or any other person who has been determined by a finding by the Court to be entitled to a court-appointed attorney, pursuant to RCW 10.102.20.

b. The term “Represented Services” shall mean the services for which the City is to pay the Contractor. Representational services include lawyer services and appropriate support staff services, investigation and appropriate sentencing advocacy and legal services including, but not limited to, interviews of clients and potential witnesses, legal research, preparation and filing of pleadings and motions, negotiations with the City Prosecutor or other agencies and the Court regarding possible dispositions, and preparation for and appearance at all court hearings, trials and other proceedings.

c. The term “Case” shall mean representation of one person per criminal transaction or incident, for which the Contractor has been appointed by the Court or Corrections, and for whom the Contractor files a Notice of Appearance with the Court. Multiple counts stemming from one criminal transaction or incident shall be deemed to constitute one case, even if cited on multiple charging documents with multiple case numbers. Each case is counted only once, irrespective of any subsequent reappointments pursuant to a failure to appear. 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 case assigned to a public defender.

d. The term “Disposition” shall mean 1) the dismissal of charges, 2) the entering of an order of deferred prosecution, 3) imposition of sentence, and 4) deferral of any of the above coupled with any other hearing on that case number, including but not limited to misdemeanor probation review that occurs within thirty (30) days of sentence, deferral of sentence, or the entry of an order of deferred prosecution.

e. The term “Court” shall mean the Washougal Municipal Court a.k.a. Camas/Washougal Municipal Court.

f. The term “Other Litigation Expenses” shall mean those expenses which are not part of the Agreement with the Contractor including expert witness services or language translators.

g. The term “Misappropriation of Funds” shall mean the use of funds received pursuant to this Agreement for purposes other than those sanctioned by this Agreement and allowed by law or ethics rules.

All other terms are intended to have a plain and ordinary meaning with a definition that can be derived from any modern English dictionary.

SECTION II

MINIMUM QUALIFICATIONS FOR CONTRACTOR ATTORNEYS

The Contractor agrees to utilize attorneys who satisfy the minimum requirements for practicing law in the State of Washington as determined by the Washington State Supreme Court. Contractor may use Rule 9 interns as part of the indigent defense representation with the expectation that duly licensed attorneys will closely monitor all Rule 9 intern work and Contractor shall not allow Rule 9 interns to represent Defendants at trial.

SECTION III

PROFESSIONAL CONDUCT

The Contractor shall provide the services of attorneys and staff members in compliance with all of the applicable laws, court rules, and administrative regulations of the State of Washington, the United States of America, the Washougal Municipal Code, and the Washington State Rules for Professional Conduct (RPC).

Nothing in this Contract shall be construed to impair or inhibit the exercise of independent, professional judgment by an attorney employed by the Contractor with respect to any client wherein the attorney-client relationship has been established pursuant to the terms of this Contract.

Nothing in this Contract shall require or permit, without the consent of the client, access to or disclosure of any confidential communication made by a client to any attorney employed by the Contractor, or any such confidential communications made to agents or employees of the Contractor for such attorney, the advice given by an attorney to a client, or any other statements and materials privileged from disclosure in a court of law.

Attorneys and staff employed by the Contractor shall not solicit or accept any compensation, gifts, gratuities or services from any client.

SECTION IV **DUTIES OF CONTRACTOR**

a. In order to perform its duties and responsibilities under the Contract, the Contractor shall have the power and duty to:

1. Hire all Contractor personnel;
2. Provide fiscal management; establish compensation of personnel; maintain payroll records and provide payments for all personnel including withholding of income taxes, payment of social security taxes, payments of worker compensation and industrial insurance taxes (where applicable), and fringe benefits;
3. Supervise and maintain the quality of staff and services received or performed, and provide internal evaluation sessions as necessary;
4. Suspend, remove, or terminate personnel not adequately performing the duties and responsibilities assigned, mishandling funds, engaging in or condoning misconduct, or whose conduct or continued performance of duties is detrimental to the Contractor;
5. Accept and represent and provide Represented Services for all cases and clients officially referred by the Court unless withdrawal from such representation is allowed in accordance with the court rules and the provisions stated herein; and
6. In the event that this Contract is terminated or not renewed, complete the representation of all clients who have been referred by the Court during the period on which the Contract is in effect for the compensation received or receivable under the terms of the Contract, provided that completed representation is not made impossible by a client's failure to appear.

b. All indigent criminal defendants charged with misdemeanors and/or gross misdemeanors under the ordinances of the City of Washougal or under state law within the City of Washougal and who qualify for court appointed counsel after being screened during the period

of this Contract shall be referred to Contractor. The Contractor shall provide legal representation and Represented Services for each of these defendants, except in the case of legal conflict, from the time of screening for eligibility through trial, sentencing, and violations of sentences, for which they have been appointed by the Court.

c. The Contractor shall receive and respond in a timely manner, at all times, to all telephone calls from indigent persons whom Contractor has been appointed to represent, and to the City's attorneys to discuss cases, and to the Court and court staff. The Contractor shall not subcontract this requirement.

The Contractor agrees to make reasonable efforts to continue with the initial attorney assigned to a client for each case assigned. The Contractor shall designate one attorney to be the main contact person concerning all clients appointed, and shall provide the contact information for this attorney to the Prosecuting Attorney. Nothing in this section shall prohibit the Contractor from making necessary staff changes or staff rotations at reasonable intervals.

The Contractor agrees that an attorney will make contact with all clients as soon as possible, and no later than five (5) working days from notification of case assignment.

d. Discovery shall be reviewed within five (5) days after receipt for purposes of determining any conflicts of interest. The Contractor shall notify the Court and City Prosecutor immediately of any conflict of interest as defined by the Washington State Rules of Professional Conduct. The Contractor shall provide the Court and City Prosecutor with a written explanation stating the basis for the conflict in this notification.

To the extent it is practicable, Contractor shall have the capacity to communicate with clients directly in their primary language with the assistance of court appointed certified interpreters.

e. The Contractor shall convey all plea offers to clients in writing, in the client's preferred language.

f. Adequate support staff is critical to an attorney's ability to render competent assistance of counsel. The parties agree and expect that the Contractor will employ necessary support staff services for its attorneys.

g. Contractor shall meet with the City Prosecutor for pre-trial negotiations for the purpose of negotiating cases at all regularly scheduled pre-trial hearing dates.

h. Contractor shall comply with all appearances and duties as may be required by the Court and/or the City for the term of this Agreement at no additional expense to the City.

i. All legal services rendered by Contractor shall be of the highest quality and shall be provided at all stages of each appropriate case.

j. The Contractor shall coordinate investigation services on those cases requiring investigation. The Contractor shall also coordinate expert witnesses for those cases requiring expert witness testimony. The provider shall petition the Municipal Court Judge for the expenditure of public funds prior to hiring an investigator or expert witness. Invoices for such services shall be sent directly to the City by the subcontractors; the Contractor will not be held liable for those expenses.

k. The Contractor agrees to utilize Notice of Appearance Forms provided by the Court which includes a notice of statement that Defendants are obligated to pay an Indigent Defense Recovery Fee. The Contractor shall not impede the Court from collecting such fees. The Contractor's duty of representation shall not be affected in any way by the payment or non-payment of such fees.

l. The City and Contractor recognize that the State and/or Washington State Bar Association has adopted, or may adopt new court rules requiring defense counsel to be present at all first appearances and arraignment hearings and read each citation and the Affidavit of Probable. The Contractor agrees to attend all such hearings, as required.

m. The Contractor agrees to provide representational services for clients at Clark County specialty courts including, but not limited to: Substance Abuse Court, Mental Health Court, Domestic Violence Court, and Veteran's Court. Contractor may withdraw after a client has been accepted into a specialty court, but only after a notice of substitution of counsel has been filed with the Court by a defense attorney assigned to the particular specialty court.

n. Contractor agrees to comply with the Standards for Indigent Defense as provided in the Washington State Criminal Rules for Courts of Limited Jurisdiction, and as provided by the Washington Supreme Court and by the City of Washougal, as those Standards are currently adopted or as they may be adopted, and as they may be amended in the future, including compliance with the case load limits outlined therein and the timely filing of the Certificate of Appointed Counsel of Compliance with Standards Required by CrRLJ 3.1.

SECTION V

MISCELLANEOUS CONSIDERATION

a. In recognition of the following policies and goals, the expedient administration of justice, an attorney's duty to act with diligence (RPC 1 .3) and to expedite litigation (RPC 3.2), the need for indigent defendants to actively participate in the preparation of their defense, and the wasteful expense of judicial prosecution and defense resources when indigent defendants fail to maintain regular contact with their appointed counsel and/or fail to appear at critical stages in the criminal process; Contractor agrees to use all good faith efforts to secure both continuous contact with defendants whom Contractor is appointed to represent and also regular attendance by clients at critical stages in the defendant's case. Such good faith efforts shall expressly include, but not be limited to, the following measures:

1. Advising clients that regular and continuous contact is necessary to the preparation of their defense, and employing reasonable means to secure and maintain such contact;

2. Clients shall be notified in advance of the date, time and location of all critical stages in the process of the client's particular case including, but not limited to, pretrial conferences, omnibus or other pretrial motions, readiness hearings, and trial. Offers shall be extended in writing to clients within five (5) business days of receipt from the City Prosecutor. In any case, notification shall be provided early enough that the client has time to prepare for each stage;

3. Advising clients that appearance at all regularly scheduled pretrial hearings (both pretrial and mandatory pretrial) with the Contractor is required for effective assistance in the client's defense and encouraging such attendance; and

4. Timely notification of the Court when clients fail to make regular and continuance contact, as provided by the guidelines referred to in this subsection (a) above.

b. The Contractor is expected to work with the City as needed to develop and set general policies and administrative guidelines for the provision of public defense services to the City.

c. The Contractor shall make arrangements with jail and court staff to inform Contractor when a Defendant on a Washougal case is being held in custody for any reason, including but not limited to a newly filed case, a probation violation, or warrant. The Contractor shall then meet with said Defendants in custody as soon as practicable at the jail.

SECTION VI **RECORDS, REPORTS AND AUDITS**

a. All records shall be maintained by the Contractor. The Contractor shall maintain systems of internal control which conform to proper law office management and generally accepted accounting principles.

The Contractor must ensure that the City has full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the City may deem necessary, the Contractor shall provide to the City right of access to its facilities, including those of any subcontractor, to auditing records, data, invoices, materials, payrolls and other data relating to all matters covered by this Contract. Provided that if any such data, records or materials are subject to any privilege or rules of confidentiality the Contractor must maintain such data in a form or manner to provide same to the City that will not breach such confidentiality or privilege.

The Contractor shall maintain such data and records in an accessible location and condition and shall provide said data and records to the City for a period of not less than ten (10)

years following the receipt of final payment under this Contract, unless the City agrees in writing to an earlier disposition.

The Contractor agrees to cooperate with the City or its agent in the evaluation of the Contractor's performance under this Contract and to make available information reasonably required by such evaluation process or ongoing reporting requirements established by the City. The results and records of said evaluations and reports shall be maintained and disclosed in accordance with RCW Chapter 42.17.

b. The Contractor shall maintain a case-reporting and management information system which shall include the number, type, and disposition of indigent cases.

c. In addition to others statistics the City may require, Contractor shall differentiate the:

1. Number and nature of all cases;
2. Name of the Defendant, and case number(s);
3. Dates cases were assigned;
4. Defendants for which cases are currently unresolved or pending; and
5. Any other information which the City may deem appropriate.

d. The Contractor shall report the following annual activity by January 31st of each contract year:

1. An accounting of all declined cases, including the number of cases conflicted out to other attorneys;
2. An accounting of the number of cases where the initial contact attorney also represented the client in court; and
3. Proof of insurance.

SECTION VII **DISCRIMINATION PROHIBITED**

With respect to matters covered by this Agreement, there shall be no unlawful discrimination by the Contractor of the City against any person because of race, color, creed, gender, national origin, physical or mental disability, or sexual orientation. The Contractor and the City will comply with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, the City's anti-discrimination policies, and all requirements imposed by or pursuant to regulations of the Department of Justice or EEOC issued pursuant to those titles, to the end that

no person shall be excluded from participation or deprived of benefits or otherwise subject to discrimination under the defender system because of race, color, creed, gender, national origin, physical or mental disability, or sexual orientation.

SECTION VIII **CONFLICTS OF INTEREST**

The Contractor agrees to screen all cases for conflicts of interest upon assignment and throughout the discovery process. In the event the Contractor cannot represent a client because of an actual potential conflict of interest under the Washington Code of Professional Responsibility, then the Contractor shall arrange for the City's Conflict Public Defense Attorney to represent the client. The City shall be responsible for negotiating a Conflict Public Defense Attorney Agreement and the cost of such representation shall be paid for by the City. The Contractor shall notify the City and the Court of all potential conflicts of interest as soon as encountered. The Contractor will refer to the Washington State Rules of Professional Responsibility, opinions of the state judiciary, and to the American Bar Association Standards of Criminal Justice to determine the existence and appropriate resolution of conflicts.

The Contractor, each attorney, and Rule 9 legal intern employed or retained by the Contractor reserve the right to decline to advise, represent, appear for, or act for any particular person, whether or not indigent or otherwise eligible, but only for good cause shown. Good cause includes, but is not limited to, conflicts of interest which preclude the Contractor or an attorney or Rule 9 legal intern retained by the Contractor from acting pursuant to the Washington Rules of Professional Conduct. The Contractor, each attorney, or Rule 9 legal intern employed or retained by the Contractor, reserve the right to withdraw from representing any person or entity, whether or not indigent or otherwise eligible, providing the consent of the Court, if required, is first obtained. The Contractor warrants that declinations will not be made except as required by law or legal ethics, and in the event of a declination, will immediately notify the Court as well as the City.

SECTION IX **COMPLAINTS ABOUT LEGAL SERVICES**

The Contractor shall have a method to respond promptly to client complaints which will include informing clients of the complaint process. Complaints should first be directed to the attorney, firm or agency which provided representation. If the client feels that he or she has not received an adequate response, the City of Washougal should designate a person or agency to evaluate the legitimacy of complaints and to follow up meritorious ones. This information may be provided in a brochure which also lists the clients' rights and responsibilities, to be given to the client's upon the filing of a Notice of Appearance. The Contractor agrees to submit any such publication to the City Attorney for approval prior to its implementation.

The City Administrator or his/her designee may contact some of the Contractor's clients on a random basis, after the case has been completed, for the purpose of monitoring the quality/level of satisfaction of services that were provided.

In the case a complaint is made to the City by a client with respect to the quality of legal services rendered under this Agreement, the complaint shall be first directed to the Contractor with a copy to the City Administrator or designee. If the client believes that he or she has not received an adequate response, the City Administrator or his/her designee shall evaluate the legitimacy of the complaint. The complaining client shall be informed of the disposition of his/her complaint as soon as is reasonably possible.

The Contractor shall submit a preliminary written response to any written complaints concerning services provided by the employees of the Defender or the Defender itself shall be submitted to the City Administrator within three (3) working days of the date the complaint is received by the City Administrator or designee. Written complaints include e-mail communications from the Contract Administrator. The Contract Administrator shall copy the supervising attorney on any complaints sent to the Contractor.

SECTION X **NO ASSIGNMENT**

The Contractor shall not assign or subcontract any portion of this Agreement without prior written consent of the City of Washougal.

SECTION XI **CLIENT ACCESS**

The Contractor shall locate and operate its service facilities, extend the assistance of private practitioners and structure its outreach efforts in a manner that facilitates access for clients. The Contractor shall comply with federal and state laws regarding access to its facilities, and will eliminate barriers which limit access for the handicapped.

SECTION XII **NON-WAIVER OF RIGHTS AND REMEDIES**

In no event shall payment or performance by either party hereto constitute or be construed to be a waiver by either party of any breach of covenant or default which may then exist on the part of the other party, and the making of any such payment or the carrying out of any such performance while breach or default then existed shall in no way impair or prejudice any right or remedy available to the paying or performing party with respect to such breach or default.

SECTION XIII **RELATIONSHIP OF PARTIES**

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, its subconsultants, agents and employees, shall not, as a result of this Agreement, have access to leave, retirement, insurance, bonding or any other benefits afforded to City employees. The

Contractor and its subconsultants, agents and employees shall not have the authority to bind the City any way except as may be specifically provided herein.

SECTION XIV
CITY NOT OBLIGATED TO THIRD PARTIES

The City shall not be liable to any person or entity other than the Contractor because of this Agreement, except that the City will pay expert witness fees and additional associated services necessary in any case after a voucher has been submitted and approved by the Court in accordance with CrRLJ 3.1(f).

SECTION XV
CITY BUSINESS, OCCUPATION LICENSE & E-VERIFY PROGRAM

Prior to performing work under this Agreement, Contractor shall secure a City of Washougal Business and Occupation License under WMC 5.04.020.

SECTION XVI
LIABILITY AND HOLD HARMLESS

The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder. All work shall be done at the Contractor's risk. The Contractor shall defend, save and hold harmless the City, its officers, agents, employees and assigns from any claims, damages, losses, liability, expenses, and attorney's fees which arise from the negligent performance of this Agreement, except those which arise from the sole negligent acts or omissions of the City, its officers, agents, employees or assigns.

SECTION XVII
LIMITED PRIVATE PRACTICE OF LAW

The Contractor shall devote all time necessary to properly perform this Agreement. The Contractor is not limited from maintaining a private law practice. However, the Contractor shall not allow its private practice of law, during the term of this Agreement, to conflict with the Contractor's responsibilities and duties under this Agreement.

SECTION XVIII
INSURANCE

a. Commercial General Liability. Professional Liability and Malpractice Insurance. The Contractor shall obtain and keep in force Commercial General Liability insurance with a limit not less than \$100,000.00 for each occurrence, Professional Liability (errors and omissions), to include malpractice coverage, not less than \$500,000.00 for each occurrence, and a \$1,000,000.00 General Aggregate Limit, for the entire term of this Agreement. Malpractice insurance must include coverage for ineffective assistance of counsel.

b. Worker's Compensation. The Contractor shall take out and maintain during the life of this Agreement, worker's compensation insurance for all its employees engaged in work under this Agreement who are required to be so covered by the laws of the State of Washington.

c. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

d. Liability. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Agreement. The Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement, including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

e. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity of the paragraph.

SECTION XIX **DURATION OF CONTRACT**

The Contractor shall accept all appointments from February 1, 2023 through January 31, 2024. It will be the Contractor's duty to complete all cases which had been assigned to it during the term of this Agreement, without any additional compensation even though this agreement has ended. The City reserves the right to extend this Agreement for additional one-year or more terms, by mutual agreement of both parties.

SECTION XX **PAYMENT**

a. In consideration for the Contractor's performance of the Representative Services and duties listed herein, the City will pay the Contractor \$4,400 per month for the length of this Contract.

b. In addition to the monthly payment, the Contractor shall be compensated at a rate of \$350.00 per case taken to jury trial. For the purposes of this Contract, a "jury trial" is deemed to have occurred after Voir Dire. Contractor shall submit billings each month. There will be no

additional payment for pre-trial motions or non-jury trials.

c. In the event of Contractor's failure to substantially comply with any items and conditions of this Agreement or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any payment until corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right to termination.

SECTION XXI **AMENDMENTS**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to the Agreement.

SECTION XXII **SCOPE OF CONTRACT**

This Contract incorporates all the agreements, covenants and understanding between the parties hereto. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

SECTION XXIII **GOVERNING LAW AND VENUE**

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

SECTION XXIV **TERMINATION**

This Agreement may be terminated for any of the following reasons:

a. If in the sole discretion of the City, the City determines the Contractor is not providing adequate legal services. Inappropriate or unprofessional behavior under this Contract may be taken as evidence of inadequate legal services;

b. The Contractor's professional liability insurance is canceled. The Contractor shall be responsible for and maintain Professional liability insurance until the completion of all cases previously assigned to the Contractor, as set forth in Section XVIII above;

c. Either party may terminate this Agreement without cause upon 120 days written

notice to the other party, provided the Contractor complies with the requirement to continue services to those Defendants appointed herein until those cases have been fully resolved; or

d. If during the term of this Agreement, changes occur in Washington State law which mandate the City to provide indigent defense services by a method other than contracting, the City may terminate this Agreement by 15 (fifteen) days' written notice to the Contractor.

SECTION XXV
NOTICES

All notices to be given under this Contract shall be hand delivered or mailed first class to the parties at the following addresses, unless a new address is given to the other party in writing:

City: City Manager
City of Washougal
1701 C Street
Washougal, WA 98671

Contractor: Jack Peterson
Jack Peterson, Attorney at Law, P.C.
1014 Franklin Street, Suite 220
Vancouver, WA 98660

SECTION XXVI
SEVERABILITY

If any provision of this Agreement is invalid, the remainder shall not be affected if such remainder will then continue to conform to the terms and requirements of applicable law.

DATED this _____ day of January 2023.

CITY OF WASHOUGAL,
a Municipal Corporation

JACK PETERSON, ATTORNEY AT LAW,
P.C.

DAVID SCOTT, City Manager

JOHN "JACK" PETERSON, President

Attest:

Approved as to form:

DANIEL LAYER, City Clerk

KEN WOODRICH, City Attorney

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

1/23/2023

SUBJECT:

Memorandum of Understanding with AFSCME 307 Finance and Payroll Analyst

DEPT. OF ORIGIN:

Human Resources

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▯ **Finance and Payroll Analyst Presentation.pdf**
- ▯ **Memorandum of Understanding Finance and Payroll Analyst.pdf**
- ▯ **2023 307W Salary Schedule Exhibit A.pdf**

EXPENDITURE REQUIRED:

Yes

BUDGETED:

Yes

APPROPRIATION REQUIRED:

No

SUMMARY STATEMENT

RECOMMENDED ACTION

Accounting Specialist-Payroll Classification/Compensation and Recruitment

January 23, 2023 | Presented by Teresa Stedman



City of Washougal

Background

- ❑ There is currently a vacant Accounting Specialist position in Finance. This position is at Range 10 on the AFSCME salary schedule.
- ❑ Pursuant to our personnel policies, Human Resources will review the classification of a vacancy.
- ❑ A review was conducted to evaluate whether the vacancy should be filled at the current classification or whether a different role is needed. It was determined that the scope of the position should be enhanced.
- ❑ The new classification proposed is Finance and Payroll Analyst at Range 14.
- ❑ The salary range for the proposed position was determined based upon an internal equity analysis
- ❑ This will not add an FTE. Rather, the vacancy will be filled with this new classification.
- ❑ This action will be cost neutral based on the anticipated salary step for the new hire.
 - Range 10: \$4,451.73 - \$5,862.06 monthly
 - Range 14: \$5,108.46 - \$6,726.86 monthly



Recommended Action

- ❑ The proposed MOU with AFSCME 307 will implement this change to the AFSCME 307 salary schedule.
- ❑ On Council's agenda this evening is a resolution to authorize the City Manager to sign the MOU with AFSCME 307-W.

Questions?

Thank you!



MEMORANDUM OF UNDERSTANDING

BETWEEN

**LOCAL 307-W OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO**

AND

THE CITY OF WASHOUGAL, WA

A new position was approved for a Finance and Payroll Analyst. This position is being placed on the Salary Schedule at range 14. This position will be effective January 24, 2023 and will be placed on the salary schedule accordingly.

David Scott, City Manager

Date

AFSCME Local 307-W Representative

Date

2023 307-W SALARY SCHEDULE (4.% COLA)

STEPS	1	2	3	4	5	6	7	8	9	STEPS
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[illegible]

Community Aesthetics Program Coordinator											
Building Inspector	17	5,663.83	5,862.06	6,067.24	6,279.59	6,499.38	6,726.86	6,962.30	7,205.97	7,458.18	17
Lead Mechanic											
Building Inspector Specialist	18	5,862.06	6,067.24	6,279.59	6,499.38	6,726.86	6,962.30	7,205.97	7,458.18	7,719.22	18
Utility Specialist - WW											
Utility Specialist - Water											
Planner	19	6,067.24	6,279.59	6,499.38	6,726.86	6,962.30	7,205.97	7,458.18	7,719.22	7,989.40	19
Management Analyst											
Accountant											
Utility Supervisor	20	6,279.59	6,499.38	6,726.86	6,962.30	7,205.97	7,458.18	7,719.22	7,989.40	8,269.02	20