

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SNOQUALMIE AND VALLEY DEFENDERS, PLLC FOR INDIGENT DEFENSE SERVICES

THIS AGREEMENT is made this ____ day and month of _____, 2025, by and between the City of Snoqualmie (hereinafter referred to as “City”), and Valley Defenders, PLLC (hereinafter referred to as “Attorney”), doing business at 2700 Richards Road, Suite 100, Bellevue, Washington 98005.

1. Scope of Services, Standards and Warranty. The Attorney will provide indigent defense services in accordance with the standards adopted by the City, as the same exists or is hereafter amended. The Attorney warrants that he/she, and every attorney and/or intern employed by the Attorney to perform services under this contract, has read and is fully familiar with the provisions of the Washington Supreme Court rule, (hereinafter “Standards”). Compliance with these Standards goes to the essence of this Agreement. The Attorney, and every attorney and/or intern performing services under this Agreement, shall certify compliance quarterly with the 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. The Attorney further warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services and systems necessary to comply with the Standards.

2. Compensation. The City shall pay to the Attorney One Hundred and Sixty Thousand Dollars (\$160,000) per year in the monthly installments per Table 1 below. A “case” is defined as the filing of a document with the Court naming a person as defendant or respondent, to which the Attorney is appointed in a Municipal Court order to provide representation. By way of example but not limitation, if Attorney appears as a friend of the court but is not appointed in a Municipal Court order, that shall not be considered a “case.” Multiple citations from the same incident shall be counted as one case. Compensation shall be for 0.5 full time equivalent (FTE) attorney assuming a 225 case/year maximum per FTE for 2026. In the event of an appeal from Municipal Court, a flat fee of One Thousand Dollars (\$1,000) for each such appeal shall apply. The parties mutually agree that compensation can be renegotiated should the projected FTE requirements for the contract change by more or less than 15%.

TABLE 1

January 2026	\$13,333.33
February 2026	\$13,333.33
March 2026	\$13,333.33
April 2026	\$13,333.33
May 2026	\$13,333.33
June 2026	\$13,333.33
July 2026	\$13,333.33
August 2026	\$13,333.33
September 2026	\$13,333.34
October 2026	\$13,333.34
November 2026	\$13,333.34
December 2026	\$13,333.34

A. Base Compensation. Except as expressly provided in Section 2(B)(iv), 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 and Table 1 above.

B. Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Municipal Court order from funds available for that purpose:

- i. Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorney making this charge or court files pertaining to the underlying case.
- ii. Preauthorized Non-Routine Expenses. Non-routine case expenses requested by Attorney and preauthorized by order of the Municipal Court. Unless the services are performed by Contractor's staff or subcontractors, non-routine expenses include, but are not limited to:
 - a. medical and psychiatric evaluations;
 - b. expert witness fees and expenses;
 - c. interpreters for languages not commonly spoken in the City or interpreters for services other than attorney/client communication;
 - d. polygraph, forensic and other scientific tests;
 - e. computerized legal research;
 - f. investigation expenses; and
 - g. any other non-routine expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event that a particular non-routine expense is not authorized by Court Rule, the Attorney may file a request for authorization with the City. Such requests shall not be unreasonably refused.
- iii. Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;
- iv. Copying Clients' Files. The cost, if it exceeds \$25, 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;
- v. Copying Direct Appeal Transcripts for RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Contractor is limited to no more than two copies;

- vi. Records. Medical, mental health, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75; and
- vii. Process Service. The cost for the service of a subpoena as long as the rate per location does not exceed the guideline amount as shown in the payment policy.

3. Term. The term of this agreement shall be from January 1, 2026 through December 31, 2026, unless sooner terminated as provided in this Agreement. The parties may mutually agree to amend this agreement and extend the term for up to one additional year, in which case this Agreement will expire on December 31, 2027.

A. At Election of City. The City shall have the option to terminate this Contract at any time. Termination shall be effective upon ninety (90) days written notice to the Attorney.

B. At Election of Attorney. The Attorney may terminate this Contract without the necessity of substantiating cause upon the expiration of ninety (90) days from receipt by the City of written notice of such termination.

C. For Reasons Beyond Control of Parties. Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, labor dispute, including strike, walkout, or lockout; sabotage, or superior governmental regulation or control

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, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability 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. Attorney shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Attorney in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Attorney and the City, its officers, officials, employees, and volunteers, the Attorney's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Attorney's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Attorney's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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.

The Attorney's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Attorney to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Attorney shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Professional Liability insurance appropriate to the Attorney's profession.

B. Minimum Amounts of Insurance. Attorney shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. The policy shall contain no exclusion for loss or liability relating to a claim of ineffective assistance of counsel.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

- i. The Attorney's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.
- ii. The Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

- iii. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- iv. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. 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 Agreement before commencement of the work.

7. Work Performed by Attorney. In addition to compliance with the Standards, in the performance of work under this Agreement, Attorney shall comply with all federal, state, and local 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 Attorney's Risk. 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. Attorney shall also pay its 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 Administrator 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.

11. Entire Agreement. 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.

12. 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:

Mike Chambless, City Administrator
City of Snoqualmie
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

ATTORNEY:

Shawn McCully
VALLEY DEFENDERS, PLLC
2700 Richards Road, Suite 100
Bellevue WA 98005

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 City Administrator, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the Municipal Court or to the Washington State Bar Association as appropriate. 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 attorneys' 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 King County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF SNOQUALMIE

CONTRACTOR



By: _____

Katherine Ross

Mayor

By: _____

Title: Owner/Attorney

Valley Defenders, PLLC

ATTEST:

By: _____

Deana Dean

City Clerk

APPROVED AS TO FORM:

By: _____

Dena Burke

City Attorney

CITY CONTACT:

Mike Chambliss, City Administrator
City of Snoqualmie
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

CONTRACTOR CONTACT:

Shawn McCully
VALLEY DEFENDERS, PLLC
2700 Richards Road, Suite 100
Bellevue WA 98005

This Agreement has been executed personally by the Attorney providing services hereunder to indicate his commitment to providing the services in accordance with the standards herein provided. In addition, the corporate entity under which the Attorney practices has executed this Agreement indicating the corporate entities' Agreement to comply with the terms of this Agreement.