

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CHEWELAH AND STEVENS COUNTY COMMISSIONERS**

This Interlocal Agreement is entered into this ____ day of ~~February~~January, 2024, between the City of Chewelah, a Washington municipal corporation, hereinafter referred to as “City,” and Stevens County, a political division of the state of Washington, hereinafter referred to as “County,” pursuant to the authority granted by Chapter 39.34 RCW. Together Stevens and City may be referred to as “Parties” and individually as “Party.”

WHEREAS, Stevens County Office of Public Defense, hereinafter referred to as “SCOPD,” is a county department organized and operating within Stevens County to provide legal services to indigent criminal defendants on County cases in District Court and all criminal cases in Superior Court; and

WHEREAS, City does not have a public defense office, but contracts with attorneys to provide indigent defense representation on cases filed in District Court on behalf of City for crimes committed within City limits; and

WHEREAS, City would like to utilize the services of SCOPD first appearance hearings and for legal services to indigent criminal defendants before the Stevens County courts; and

WHEREAS, SCOPD has the ability and capacity to provide legal services for indigent criminal defendants to City through the use of contracted public defender attorneys.

Now, therefore, in consideration of the mutual covenants contained herein, the City and the County agree as follows:

PURPOSE.

The purpose of this Agreement is to contract for the provision of certain public defense services by SCOPD for indigent defense representation and administration on first appearance dockets on City cases in District Court; to set forth fees to be paid by City for such services; and to specify the responsibilities of ~~County~~Stevens and City respectively for such indigent defense services.

SCOPD will provide indigent criminal defense to eligible defendants under this Agreement according to the laws of the State of Washington and Rules of the Court. SCOPD will administer, track, and report assignment of cases to City and City contracted indigent defense attorneys.

DURATION

This Agreement shall become effective on the date it is signed by both parties. This Agreement shall expire on December 31, 2024.

THE MANNER OF FINANCING

In consideration of services provided by SCOPD, City will pay to County ~~Stevens~~ as follows:

1. \$12.50 per case for administration, including assignment, tracking, and reporting to City and City contracted indigent defense attorneys on City misdemeanor cases.

2. \$79.16 per first appearance. This includes in-custody, summons, or probation violation first appearances hearings, and excludes early-stage non-criminal resolution cases. Early-stage non-criminal resolution cases are when an attorney is appointed to represent defendants facing charges that, by local practice, are resolved at an early stage by diversion, reduction to an infraction, stipulated order of continuance, or other alternative non-criminal disposition that does not involve a finding of guilt. Early-stage resolution cases will be billed to the City according to the Stevens County Case Weighting policy, a copy of which is attached hereto- and as may be updated and adopted by the Board of County Commissioners, a draft of which is attached hereto.
3. Conflict Attorney services and any other attorney services provided to the City by the public defender's office shall be billed at the rate of \$420 per credit. Credits are based on the Stevens County Case Weighting Policy.

SCOPD will e-mail or deliver an invoice by the 5th day of the month following the month when services were provided. City will pay the invoice in the same month it receives the invoice from SCOPD.

TERMINATION

This Agreement may be terminated, before the expiration date above, by either party, by providing 90 days written notice of termination to the other party.

SEPARATE FILE

During the course of this Agreement, each Party shall maintain a file for each Party's purpose. Each Party may request copies of documents from the other Party's file, which request shall not be unreasonably denied.

NO SEPARATE LEGAL ENTITY

This agreement does not create any separate legal entity. For the purposes of this agreement, the details shall be administered by SCOPD.

SEPARATE PROPERTY

During the course of this agreement, any property created by SCOPD shall be the property of County. Upon termination of this agreement, such property shall remain in the possession of County.

AMENDMENTS

This Agreement may be amended at any time by written agreement of both parties. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieve(s) the Purpose stated above.

HOLD HARMLESS AND INDEMNITY AGREEMENT

City agrees to defend, indemnify, and save harmless County, its elected and appointed officials, and employees from and against all loss or expense, including but not limited to judgments, settlements, and attorney's fees and costs by reason of any and all claims and demands upon County, its elected and appointed officials, or employees for damages arising from this

Agreement. It is further agreed that no liability shall attach to County by reason of entering into this Agreement.

County agrees to defend, indemnify, and save harmless City, its elected and appointed officials, and employees from and against all loss or expense, including but not limited to judgments, settlements, and attorneys' fees and costs by reason of any and all claims and demands upon City, its elected and appointed officials, or employees for damages arising from the sole acts of County arising from this Agreement.

SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such litigation shall be in the Superior Court of the State of Washington in and for the County of Stevens. This Agreement shall be governed by the laws of the State of Washington.

ENTIRE AGREEMENT

This written agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

This section intentionally left blank.

AUTHORIZATION

Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, the parties have signed this Agreement as indicated below.

City of Chewelah:

Stevens County:

M. Gregory McCunn, Mayor
Dated: _____, 2024

Mark Burrows, Chairman
Commissioner District #2
Dated: _____, 2024

ATTEST:

Wes McCart, Commissioner, District 1

Jordan Roberts, Clerk/Treasurer

Greg Young, Commissioner, District #3,

Approved as to Form:

ATTEST:

McGrane & Schuerman, City Attorneys

Jonnie Brown, Clerk of the Board

APPENDIX 1

to Stevens County Ordinance No. 2024-01

Stevens County Indigent Defense Case Weighting Policy

Effective Date:
01/16/2024

INDIGENT DEFENSE CASE WEIGHTING POLICY

Adopted by: BOARD OF COUNTY COMMISSIONERS in and for STEVENS COUNTY, WA

1. Purpose

This policy implements a system for weighting indigent defense cases for the purpose of certifying to indigent defense caseloads pursuant to the Washington Supreme Court's Standards for Indigent Defense. This policy recognizes that appropriate case weighting allows reasonable workloads for indigent defense attorneys consistent with applicable rules and standards.

2. Applicable Court Rules, Regulations, and Standards

- A. Washington State Rules of Professional Conduct
- B. Criminal Rules for Courts of Limited Jurisdiction
- C. Washington Supreme Court Standards for Indigent Defense
- D. Stevens County Ordinance No. 2024-01

3. Definitions

- A. **Administrator:** the designated supervisor of indigent defense services – Stevens County Office of Public Defense
- B. **Case:** the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed to provide representation.
 - i. In courts of limited jurisdiction multiple citations from the same incident can be counted as one "case."
 - ii. The number of counts in a single cause number does not affect the definition of a "case."
 - iii. When there are multiple charges or counts arising from the same set of facts, the weighted credit will be assigned based on the most serious charge.
- C. **Case Weighting:** the process of assigning a numerical value, or "weighted credit," to specific types of cases that recognizes the greater or lesser attorney workload required for those cases compared to an average case.
- D. **Caseload:** the complete array of cases in which an attorney represents or provides service to clients.
- E. **Docket /Calendar:** a grouping of filings where an indigent defense attorney is designated to represent indigent defendants without an expectation of further or continuing representation. Examples include, but are not limited to, first appearance calendars and arraignment calendars.
- F. **Full Time:** Working approximately forty hours per week. It is presumed that a "full-time" indigent defense attorney spends approximately 1,800 hours annually on case representation. It is expected that other work time is spent on administrative activities, attending CLEs, participating in professional associations or committees, and spending time on vacation, holiday, or sick leave.

- G. **Local Factors:** practices, characteristics, or challenges that are unique to the delivery of indigent defense in a given jurisdiction, and that substantially impact the time required for effective delivery of indigent defense services.
- H. **Non-Charge Representations:** matters where indigent defense attorneys represent clients who are eligible for indigent defense representation for matters that do not involve the filing of new criminal charges. Examples include, but are not limited to, sentence violations, extraditions, and representations of material witnesses.
- I. **Partial Representations:** situations where clients are charged with crimes, but representation is either cut short at early stages of the case or begins significantly later. Such situations include, but are not limited to, client failures to appear, preliminary appointments in cases in which no charges are filed, withdrawals or transfers for any reason, or limited appearances for a specific purpose.
- J. **Indigent Defense Attorney:** a licensed attorney who is employed or contracted to represent indigent defendants. (“Indigent Defense Attorney” also refers to a licensed attorney who is appointed to represent indigent defendants on a case-by-case basis.)
- K. **Weighted Credit:** one weighted credit represents a type of case which, on average, requires six hours of attorney time.

4. Caseload Limits

As provided in the Washington Supreme Court Standards for Indigent Defense, the caseload of a full-time indigent defense attorney shall not exceed 300 misdemeanor weighted credits per year, or the following equivalents: 150 felonies, 250 juvenile offender cases, 250 civil commitment cases, 80 open dependencies, or 36 appeals to an appellate court. Caseload standards shall be applied proportionately for attorneys with a mixed caseload (cases in two or more case type categories).

5. General Considerations

- A. Caseload limits reflect the maximum caseloads for fully supported full-time defense attorneys for cases of average complexity and effort.
- B. Caseload limits are set to ensure that all indigent defense attorneys have adequate time to provide quality representation.
- C. Caseload limits assume a reasonably even distribution of cases throughout the year.
- D. If the indigent defense attorney is carrying a mixed caseload with non-misdemeanor cases, the attorney’s caseload should be calculated proportionately by case type, as provided in the Standards.
- E. If the indigent defense attorney also maintains a private law practice, the indigent defense caseload should be proportionate to the percentage of work time the attorney devotes to indigent defense.

- F. If the attorney provides indigent defense services in multiple courts, the combination of cases from all courts are used for caseload calculations.

6. MISDEMEANOR CASE WEIGHT CREDITS (Summary Chart in Appendix B, page 8)

- A. Weighted Credits by Criminal Charge Category: The weighted credits to be assigned by criminal charge category are in the Table of Weighted Credits by Charge Category found on the following table:

Table of Weighted Credits by Charge Category

Criminal Charge Categories¹	Weighted Credits
Alcohol Related Offenses (excluding DUI)	0.50
Assault (not Domestic Violence)	1.00
Criminal Trespass 1 or 2	0.75
Disorderly Conduct (excluding Indecent Exposure)	0.50
Domestic Violence - Assault, Reckless Endangerment	1.50
DUI and Physical Control	1.50
DWLS 1 st and 2 nd Degree	0.75
DWLS 3 rd Degree	0.50
Harassment	1.50
Hit and Run-Attended and Unattended	0.75
Malicious Mischief	0.75
Obstructing a Public Servant	0.75
Racing	1.00
Reckless Driving	1.00
Simple Traffic Offenses (e.g. No Valid Driver's License)	0.50
Theft/Shoplifting	0.75
Violation of a Protection Order/No Contact Order/Restraining Order	0.75
Weapons Related Offenses	1.00
Other Unlisted Misdemeanors	0.75

¹ Hundreds of misdemeanor charges arise in courts of limited jurisdiction based on statutes and municipal codes. In creating this policy, similar charges requiring approximately the same amount of work time have been grouped into the categories in this table. *Examples of charges under each category can be found in Appendix A.*

It is important to remember that in all cases, even those with fewer weighted credits and those that may be resolved by routine non-criminal resolutions such as diversion or reduction to an infraction, an appointed indigent defense attorney must first meet the basic requirements for providing effective assistance of counsel, such as interviewing and fully communicating with the client, carefully reviewing the evidence, obtaining records, investigating as appropriate, and preparing for court.

- A. **Guilty Pleas at First Appearance or Arraignment:** As required by Standard 3.5, resolution of cases by pleas of guilty to criminal charges at a first appearance or arraignment hearing are presumed to be rare occurrences requiring careful evaluation of the evidence and the law, as well as thorough communication with clients. Therefore, if the attorney is appointed, these guilty pleas must be valued as one case.
- B. **Routine Early Non-Criminal Resolutions:** When an attorney is appointed to represent clients facing charges that, by local practice, are resolved at an early stage by diversion, reduction to an infraction, stipulated order of continuance, or other alternative non-criminal disposition that does not involve a finding of guilt, Standard 3.6(B)(v) permits the attorney to count them at no less than 1/3 of a case.

Routine Early Resolutions	Weighted Credits
<p><u>Charge:</u> Theft 3rd</p> <p><u>Early-Stage Resolution:</u> Dismissal upon completion of theft prevention class or Stipulated Order of Continuance.</p>	0.35
<p><u>Charge:</u> DWLS 3rd <u>Early-Stage Resolution:</u> Reduced to civil infraction; Dismissal upon proof of valid driver's license or Stipulated Order of Continuance.</p> <p><u>1st Appearance Dockets:</u></p> <ul style="list-style-type: none"> • <u>Stipulated Order of Continuances (SOCs) on first appearance dockets</u> will be counted as an Early Resolution. • Dismissal upon proof of valid driver's license or routine reduction to civil infraction will not be counted as an Early Resolution.) 	0.35

- C. **Partial Representation:** A partial representation is counted based on the amount of time that an attorney has spent on the case. Each hour of work is assigned 0.17 weighted credits, up to the maximum weighted credits normally assigned for the case type.
- D. **Sentence Violations and Other Non-Charge Representation:** As permitted in Standard 3.6(B)(ii) sentence violations and other non-charge representations shall be counted as 0.35 credits. Exception for "Tracking Violations": Violations based solely on new criminal charge(s) shall NOT be counted separately from the new charge, if the same attorney is appointed in both, and the cases track together on the court's calendar.
- E. **Dockets / Calendars:** Cases on a criminal first appearance or arraignment docket where the attorney is designated, appointed, or contracted to represent groups of clients without an

expectation of further or continuing representation and which are not resolved at that time (except by dismissal or amendment to an infraction) are not counted individually. Instead, the attorney's hours needed for appropriate client contact, preparation, and court time are calculated as a percentage of the net annual hours of work time, and then applied to reduce the attorney's caseload. Each hour of such docket time is assigned 0.17 weighted credits.

- F. **Warrant Status Cases:** Cases that have been in warrant status will not accrue additional case credit until 60 days after the warrant issuance.

7. NON-MISDEMEANOR CASE WEIGHTS (Summary Chart in Appendix C, page 9)

- A. **Weighted Credits by Case Type Category (proportioned for mixed caseloads):** The weighted credits to be assigned by case type category are in the Table of Weighted Credits by Case Type Category found on the following table:

Table of Weighted Credits by Case Type Category

Case Type and (proportion per Standards)	Weighted Credits
Adult Felony (300/150)	2.00
Juvenile Offender (300/250)	1.20
Civil Commitment (300/250 x 0.5)	0.60
Civil Commitment - 90 to 180 Day Commit (300/250 x 0.5)	0.60
Dependency - Parent's Attorney (300/80 open)	3.75
Appeals in an Appellate Court (300/36)	8.33
Child Support	.50

It is important to remember that in all cases, even those with fewer weighted credits, an appointed indigent defense attorney must first meet the basic requirements for providing effective assistance of counsel, such as interviewing and fully communicating with the client, carefully reviewing the evidence, obtaining records, investigating as appropriate, and preparing for court.

- B. **Guilty Pleas at First Appearance or Arraignment:** As required by Standard 3.5, resolution of cases by pleas of guilty to criminal charges at a first appearance or arraignment hearing are presumed to be rare occurrences requiring careful evaluation of the evidence and the law, as well as thorough communication with clients. **Therefore, if the attorney is appointed, these guilty pleas must be valued as one case.**
- C. **Partial Representation:** A partial representation is counted based on the amount of time that an attorney has spent on the case. Each hour of work is assigned 0.17 weighted credits, up to the maximum weighted credits normally assigned for the case type.
- D. **Sentence Violations and Other Non-Charge Representation:** As permitted in Standard 3.6(B)(ii) sentence violations and other non-charge representations shall be counted as 0.50 credits. **Exception for "Tracking Violations":** Violations based solely on new criminal charge(s) shall NOT be counted separately from the new charge, if the same attorney is appointed in both, and the cases track together on the court's calendar.

- E. **Dockets / Calendars:** Cases on a criminal first appearance or arraignment docket where the attorney is designated, appointed, or contracted to represent groups of clients without an expectation of further or continuing representation and which are not resolved at that time (except by dismissal) are not counted individually. Instead, the attorney's hours needed for appropriate client contact, preparation, and court time are calculated as a percentage of the net annual hours of work time, and then applied to reduce the attorney's caseload. Each hour of such docket time is assigned 0.17 weighted credits.
- F. **Warrant Status Cases:** Cases that have been in warrant status will not accrue additional case credit until 60 days after the warrant issuance.

8. Adjustments

- A. **Case-Specific Adjustments:** Because credits are assigned to cases based on an average amount of time needed for each charge type, ordinary deviations in how complex a case is or how long it takes do not justify an adjustment to a case's credit value. It is assumed that attorneys will receive a mix of cases of varying complexity and effort, ending with a combination of cases that closely approximates a full-time caseload. Upon an attorney's request, or on its own motion, the Court may order that the weighted credit be adjusted upward for any case that involves substantially more work. Examples may include cases where a client's competency is litigated, extraordinarily long trials, or cases that go to jury trial more than once.
- B. **Local Factors for Downward Adjustments:** Juvenile offender and civil commitment case weights may NOT be adjusted downward.

For all felony and misdemeanor cases, full case credit is given at the appointment of the indigent defense attorney. **Felony Credits:** will be reviewed, on a quarterly basis, for downward adjustment based on the specific guidelines in Section 7 of this policy. **Misdemeanor Credits:** will be reviewed, on a quarterly basis, for downward adjustment based on the specific guidelines in Section 6 of this policy.

Proposed downward adjustments will be provided, by the Office of Public Defense, to Indigent Defense Attorneys with their quarterly reporting of credits earned during the previous quarter. Indigent Defense Attorneys may request a review of downward adjustment within 30 days of receipt of their quarterly downward adjustment report. Requests for review must be submitted with case specific time tracking information, and/or additional information that justifies the reversal of the adjustment.

Appendix A: Charge Category Examples

Charge Categories	Examples of Charges Included
Alcohol Related Offenses	Drinking in Public, Park Violation/Alcohol, Minor in Possession of Alcohol, Serving Minor
Assault/Simple Assault (not domestic violence)	Assault in the 4 th Degree, Strangulation
Criminal Trespass 1 or 2	Trespass 1 st Degree, Trespass Building, Trespass on Posted Public Property
Disorderly Conduct (Excluding Indecent Exposure)	Public Nuisance, Excessive Noise, Breach of Peace, Urinating in Public, Fighting, Pedestrian Interference
Domestic Violence Related Offenses	DV Assault, DV Reckless Endangerment
DUI or Physical Control	Operating Vessel While Intoxicated, Minor Operate Vehicle After Consuming Alcohol
DWLS 1st and 2nd Degree	Driving with a Suspended License First and Second Degree
DWLS 3rd Degree	Driving with a Suspended License Third Degree
Harassment	Stalking, Cyberspace Stalking, Telephone Harassment, Harassment Threaten Property, DV Harassment
Hit and Run-Attended and Unattended	Hit and Run Unattended Vehicle/Property, Hit and Run Accident/Injury, Hit and Run Bike/Pedestrian
Malicious Mischief	Graffiti, Property Destruction
Obstructing a Public Servant	Hindering Police, Obstructing Liquor Officer
Racing	Racing Vehicles
Reckless Driving	Reckless Driving
Simple Traffic Offenses	No Valid Driver License, Fail to Transfer Title Within 45 days, Trip Permit Violation
Theft/Shoplifting	Identity Theft, Theft of Rental/Lease Property
Violation of a Protection Order / No Contact Order / Restraining Order	Protection Order Violation, Restraining Order Violation, No Contact Order Violation
Weapons Related Offenses	Possession of a Dangerous Weapon, Aiming or Discharging Firearm, Carrying Concealed Pistol Without Permit

Appendix B – MISDEMEANOR Case Weighting Summary Chart

Criminal Charge Categories	Weighted Credits
Alcohol Related Offenses (excluding DUI)	0.50
Assault (not Domestic Violence)	1.00
Criminal Trespass 1 or 2	0.75
Disorderly Conduct (excluding Indecent Exposure)	0.50
Domestic Violence - Assault, Reckless Endangerment	1.50
DUI and Physical Control	1.50
DWLS 1 st and 2 nd Degree	0.75
DWLS 3 rd Degree	0.50
Harassment	1.50
Hit and Run-Attended and Unattended	0.75
Malicious Mischief	0.75
Obstructing a Public Servant	0.75
Racing	1.00
Reckless Driving	1.00
Simple Traffic Offenses (e.g. No Valid Driver's License)	0.50
Theft/Shoplifting	0.75
Violation of a Protection Order/No Contact Order/Restraining Order	0.75
Weapons Related Offenses	1.00
All Other Unlisted Misdemeanors	0.75
Veterans Court (Therapeutic Court)	1.50

Resolution Categories	Weighted Credits
Sentence Violations and Other Non-Charge Representations (EXCLUDES: <i>Tracking Violation Cases</i> , as those are NOT counted)	0.35
Early Non-Criminal Resolution per Regular Practice	
Theft 3 rd (as qualified on page 4)	0.35
DWLS 3 rd (as qualified on page 4)	0.35

Guilty Plea to Criminal Charge at Arraignment or First Appearance Hearing
Weighted credits are as assigned for case type category (pursuant to Standards section 3.5)

Partial Representations, and Dockets/Calendars	Credits for Case Weighting
One hour of attorney case work	0.17 credits

Appendix C
NON-MISDEMEANOR Case Weighting Summary Chart
(Proportioned for Mixed Caseload)

Case Type Categories	Weighted Credits
Adult Felony	2.00
Juvenile Offender	1.20
Civil Commitment	0.60
Civil Commitment (90 to 180 Day Commit)	0.60
RALJ (Appeal from District Court)	2.00
Special Sentence Revocation (SDOSA / SSOSA / SFOSA)	1.00
Case type categories NOT included in Standards for caseload limits:	
Dependency (Attorney for the child)	0.60
CHINS / At Risk Youth / Truancy	1.00
Child Support	0.50

Resolution Categories	Weighted Credits
Sentence Violations and Other Non-Charge Representations <i>(EXCLUDES: Tracking Violation Cases, as those are NOT counted; and Special Sentence Revocation, as credit is weighted above)</i>	0.50
Extraditions <i>(INCLUDES: associated Fugitive from Justice case, if any)</i>	0.50

Guilty Plea to Criminal Charge at Arraignment or First Appearance Hearing
Weighted credits are as assigned for case type category <i>(pursuant to Standard 3.5)</i>

Partial Representations, and Dockets/Calendars	Weighted Credits
One hour of attorney case work	0.17