

MASON COUNTY

TO: BOARD OF MASON COUNTY COMMISSIONERS	Reviewed:
FROM: Vicki Kirkpatrick	Ext. 260
DEPARTMENT: Public Health and Human Services	Monday Briefing: _____ Action Agenda: ___X_
DATE: 5/22/2012	No.

ITEM: Approval of Inter-Governmental Agreement between Mason County and the Squaxin Island Tribe to establish a pollution identification and correction (PIC) program and PIC Steering Committee for South Puget Sound

Background: Mason County will receive over \$550,000 for a no-match, pollution identification and correction grant. It will be about two and a half years of work. The grant does not include Hood Canal because that work will take place through another grant with the Hood Canal Coordinating Council.

We are looking forward to formally partnering with the Squaxin Island Tribe. The formal Inter-Governmental Agreement between Mason County and the Squaxin Island Tribe was presented to the Mason County Board of Health on April 24, 2012. It calls for the County and the Tribe to jointly convene and co-chair a PIC Steering Committee to provide advice and assistance to the County Health Director and Health Officer. Additionally it articulates specific tasks for which the County and the Tribe will also individually be responsible.

John Konovsky, Squaxin Island Tribe, was present at the Board of Health meeting for the discussion about the EPA funded (coming through the State Department of Health) Pollution Identification and Correction Grant and the Inter-Governmental Agreement.

Commissioners and other members of the Board of Health spoke in support of the grant and the Agreement. A request was made to set up a formal signing ceremony with the Tribe and the County. The Board directed staff to arrange for that to be set up.

The Inter-Governmental Agreement is coming to the Board of County Commissioners with the support of the Board of Health for formal approval.

The Agreement will be formally signed at the signing ceremony scheduled for May 29, 2012 at the Tribal Museum.

Recommended Action: **Move to approve the Inter-Governmental Agreement between Mason County and the Squaxin Island Tribe to**

**establish a Pollution Identification and Correction (PIC) program
and PIC Steering Committee for South Puget Sound.**

Attachments: Copy of Inter-Governmental Agreement

MASON COUNTY

TO: BOARD OF MASON COUNTY COMMISSIONERS	Reviewed:
FROM: Karen Jackson	Ext. 424
DEPARTMENT: Human Resources	Monday Briefing: _____ Action Agenda: <u>X</u>
DATE: May 22, 2012	No.

ITEM: Approval of negotiated collective bargaining agreement between Mason County and the Woodworkers Local Lodge W38 I.A.M., Deputy Prosecuting Attorneys bargaining unit, effective May 22, 2012 through December 31, 2014.

Background:

The County and Woodworkers Local Lodge W38 I.A.M., Deputy Prosecuting Attorneys bargaining unit commenced negotiations for its collective bargaining agreement on February 16, 2012, to succeed the labor contract that expired effective December 31, 2008. The parties were able to reach a tentative agreement on April 13, 2012, and a favorable vote was achieved by a majority of the bargaining unit members.

Cost impacts include the following:

- Increase in employer health care contribution from \$825 to \$900 per month, per employee, effective January 1, 2012. In this bargaining unit, contributions are pooled, resulting in contributions of \$683 per month towards individual employee premiums and \$1,091 per month for employees with dependents.
- No salary increases for calendar year 2012, but re-opens for salary and health care contributions for calendar years 2013 and 2014.
- No sick leave cash out for employees hired on or after January 1, 2011.

Recommended Action:

Approve the negotiated collective bargaining agreement.

Attachments:

Two Originals of the collective bargaining agreement for BoCC Ratification

MASON COUNTY

TO: BOARD OF MASON COUNTY COMMISSIONERS	Reviewed:
FROM: Brian Matthews	Ext. 450
DEPARTMENT: Public Works	Action Item
DATE: May 22, 2012	

**ITEM: Request Approval of County Road Project Number 1970 on
Shelton Matlock Brady Road**

Background: County Road Project 1970, Shelton Matlock Brady Road (County Road Number 90100) is a roadway widening and improvement project that will include rehabilitation, resurfacing and restoring. Project is from approximately milepost 26.37 to milepost 27.60.

Estimated costs of this project:

Engineering:	<u>\$ 175,000</u>
Right of Way	<u>\$ 75,000</u>
Construction	<u>\$1,750,000</u>

Public Works has applied for RAP funding in the amount of \$1,125,000 with the County Road Administration Board.

Recommended Action: I move the Board of Commissioners approve and execute County Road Project 1970, Shelton Matlock Brady Road; authorizing the Chair to sign all pertinent documents and authorize the Public Works County Engineer to advertise, set bid dates/times, and award contract. Contract will be announced during a regular meeting of the Board.

Attachment: Resolution

MASON COUNTY

TO: BOARD OF MASON COUNTY COMMISSIONERS	Reviewed:
FROM: Catherine Bennett	Ext. 456
DEPARTMENT: Public Works	Action Item_____
DATE: 5/22/12	No.

Item: APPROVAL TO ADOPT A RESOLUTION SETTING A HEARING DATE WITH THE HEARING EXAMINER, TUESDAY, JUNE 26, 2012, 1:00 PM TO CONSIDER PUBLIC COMMENT ON THE PETITION FOR VACATION OF A PORTION OF SHELTON MATLOCK ROAD IN MASON COUNTY, WASHINGTON (VAC. #377).

Planning Commission: N/A

Background: In 2011 Mason County realigned a portion of Shelton Matlock Road known as the S curves from milepost 14.50 to 15.50. The new segment is open and accepted by the County. Pursuant to the agreement with Green Diamond, the old segment, a portion lying northerly of the new segment and a portion lying southeasterly must now be vacated.

Recommended Action: I move to adopt a resolution setting a hearing date on Tuesday, June 26, 2012; 1:00 p.m. to consider any public comment on the petition for vacation of the old northerly and southeasterly segments of Shelton Matlock Road.

Attachments: Original agreements on file with Public Works
Resolution
Exhibit Map

MASON COUNTY

TO: BOARD OF MASON COUNTY COMMISSIONERS	Reviewed:
FROM: Catherine Bennett	Ext. 456
DEPARTMENT: Public Works	Action Item_____
DATE: 5/22/12	No.

Item: APPROVAL TO ADOPT A RESOLUTION SETTING A HEARING DATE WITH THE HEARING EXAMINER TUESDAY, JUNE 26, 2012; 1:00 PM TO CONSIDER PUBLIC COMMENT ON THE PETITION FOR VACATION OF A PORTION OF E. TACOMA STREET AND FIR STREET IN MASON COUNTY, WASHINGTON (VAC. #382).

Planning Commission: N/A

Background: Daniel L. and Christy Hess have petitioned for vacation of the above described area. This entity is the owner of record and has submitted their \$500.00 bond to initiate the process. Public Works has reviewed the petition and concurred with the description of the road.

Recommended Action: I move to adopt a resolution setting a hearing date on Tuesday, June 26, 2012; 1:00 p.m. to consider any additional public comment on the petition for vacation of a portion of the above described area.

Attachments: Original petition on file with Public Works
Resolution
Exhibit Map

MASON COUNTY

TO: BOARD OF MASON COUNTY COMMISSIONERS	Reviewed:
FROM: Brian Matthews	Ext. 450
DEPARTMENT: Public Works	Action Item
DATE: May 22, 2012	

ITEM: Revising Resolution for County Road Project 1564, North Island Drive (County Road Number 39630)

Background: On April 22, 1997, the Board of Mason County Commissioners executed Resolution 45-97 for the preliminary engineering and right of way acquisition for County Road Project 1564 on North Island Drive.

At this time, it is necessary (for clarification of records) to revise CRP 1564 to include the road construction costs that will be necessary to complete the road realignment and culvert replacement portion of this project and update the milepost limits of the project.

Engineering:	<u>\$ 40,000.</u>
Right of Way	<u>\$ 45,000.</u>
Construction	<u>\$ 1,625,000.</u>

Recommended Action: I move the Board of County Commissioners execute the revised resolution for the CRP 1564, road realignment and culvert replacement project on North Island Drive (County Road Number 39630).

Attachments: Resolution

MASON COUNTY

TO: BOARD OF MASON COUNTY COMMISSIONERS	Reviewed:
FROM: Catherine Bennett	Ext. 456
DEPARTMENT: Public Works	Action Item_____
DATE: 5/22/12	No.

Item: APPROVAL TO ADOPT A RESOLUTION SETTING A HEARING DATE WITH THE HEARING EXAMINER, TUESDAY, JUNE 26, 2012, 1:00 PM TO CONSIDER PUBLIC COMMENT ON THE PETITION FOR VACATION OF A PORTION OF HARSTINE ISLAND ROAD SOUTH IN MASON COUNTY, WASHINGTON (VAC. #380).

Planning Commission: N/A

Background: In 2011 Mason County realigned a curve on Harstine Island Road South from milepost 0.80 to 1.20. The new segment is open and accepted by the County. Pursuant to the agreement with Manke, the old segment lying southwesterly of the new segment must now be vacated.

Recommended Action: I move to adopt a resolution setting a hearing date on Tuesday, June 26, 2012; 1:00 p.m. to consider any public comment on the petition for vacation of the old southwesterly segment of Harstine Island Road South.

Attachments: Original agreements on file with Public Works
Resolution
Exhibit Map

MASON COUNTY

TO: BOARD OF MASON COUNTY COMMISSIONERS	Reviewed:
FROM: Tom Moore	Ext. 652
DEPARTMENT: Utilities & Waste Management	Monday Briefing _____ Consent Agenda _____
DATE: May 22, 2012	No. 8.4

Comment [D1]: If there are legal notification requirements please discuss with Diane, ext. 419.

ITEM: Application for the WA State Departments of Ecology and Health Waste Discharge permit number ST6039, which regulates discharges from the North Bay Water Reclamation Facility.

Background:

Mason County owns and operates a water reclamation facility in Allyn known as the North Bay Water Reclamation Facility. This facility operates under the jurisdiction of the Department of Ecology by permit. This permit is up for renewal and the application needs to be signed by the principle executive officer or ranking elected official.

Recommended Action: Authorize the chairperson of the Mason County Board of County Commissioners to sign the application for the State Waste Discharge permit number st6039 which regulates discharges from the North Bay Water Reclamation Facility.

Attachments: Permit application and supporting documents.

STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD

**RURAL ARTERIAL PROGRAM
PROJECT AGREEMENT FOR CONSTRUCTION PROPOSAL**

AMENDMENT NO. 1

Submitting County: Mason

Project Number: 2307-01

Date Approved: 04/19/2007

Road Number(s)	Road Name(s)	BMP(s)	EMP(s)	Segment #
39630	NORTH ISLAND DRIVE	0.310	1.310	1

This is Amendment No. 1 to the above described Project Agreement, between the County of Mason, hereinafter the "County" and the State of Washington County Road Administration Board, hereinafter the "CRABoard."

WHEREAS, the COUNTY and CRABoard desire to amend the original Project Agreement to allow a change in project scope under the conditions described in WAC 136-165-030.

NOW, THEREFORE, pursuant to chapter 36.79 RCW and in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The following new language is added as section 7 to the Project Agreement:

Milepost limits for the project is revised to: milepost 0.31 to milepost 1.50, and design speed at milepost 0.77 is reduced to 35 mph per CRABoard approval dated 04-26-12, and as authorized under WAC 136-165-030

2. All other terms and conditions of the original Project Agreement shall remain in full force and effect except as modified by this Amendment No. 1.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT No. 1 as of the PARTY's date last signed below.

COUNTY ROAD ADMINISTRATION BOARD:

Mason COUNTY:

By: _____

By: _____

Date: _____

Date: _____

Inter-Governmental Agreement

AN INTER-GOVERNMENTAL AGREEMENT BETWEEN MASON COUNTY, LOCATED IN THE STATE OF WASHINGTON, AND THE SQUAXIN ISLAND TRIBE, A FEDERALLY-RECOGNIZED INDIAN TRIBE, TO ESTABLISH A POLLUTION IDENTIFICATION AND CORRECTION PROGRAM AND PIC STEERING COMMITTEE FOR SOUTH PUGET SOUND

WHEREAS, RCW 39.34.010 permits Mason County, a local governmental unit, to make the most efficient use of its powers by enabling the county to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of the local community; **and**

WHEREAS, pursuant to RCW 39.34.080, Mason County is authorized to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth the purposes, powers, rights, objectives and responsibilities of the contracting parties; **and**

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its Treaty resources and rights, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; **and**

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of the tribal members, and with protecting and managing the lands and treaty resources and rights of the Tribe; **and**

WHEREAS, the Squaxin Island Tribe reserved the right of taking finfish and shellfish at all usual and accustomed grounds and stations together with the privilege of hunting, gathering roots and berries in the 1854 Treaty of Medicine Creek. These reserved rights compel co-management with the State of Washington of upland, riparian and instream habitat, streamflow and water quality necessary to support abundant fish, wildlife and native plant populations; **and**

WHEREAS, the usual and accustomed grounds and stations of the Squaxin Island Tribe include all marine waters south of the Tacoma Narrows (South Puget Sound) and all uplands tributary to these waters; **and**

WHEREAS, the Mason County portion of South Puget Sound is home to marine waters that support some of the most productive shellfish beds in the world. This abundant resource has sustained and continues to sustain the culture and traditions of Squaxin Island ancestors for millenia, and enables the shellfish industry to be a vital force in the local economy; **and**

WHEREAS, opportunity to harvest shellfish in Mason County has been and continues to be threatened primarily by nonpoint source water pollution; **and**

WHEREAS, the Mason County Public Health and Human Services Department applied for and, with the advocacy and promised partnership with the Squaxin Island Tribe Natural Resources Department, will receive a Pollution Identification and Correction (PIC) grant from the Washington State Department of Health (DOH) to protect water quality in South Puget Sound; **and**

WHEREAS, both Parties share a strong, mutual interest in promoting the health of South Puget Sound, and wish to memorialize our good faith intentions to work together to protect and enhance the opportunity to harvest shellfish for commercial, recreational, ceremonial and subsistence purposes in perpetuity.

NOW, THEREFORE, in consideration of the mutual interests contained herein, Mason County (COUNTY) and the Squaxin Island Tribe (TRIBE) agree to the following:

1. COUNTY will administer a PIC grant from DOH.
2. COUNTY and TRIBE shall jointly convene and co-chair a PIC Steering Committee to provide advice & assistance to the COUNTY health director and health officer.
3. The PIC Steering Committee shall have the following responsibilities:
 - a. Revise PIC standard operating procedures (SOP's) as needed.
 - b. Review and comment on:
 - i. Required U.S. Environmental Protection Agency (EPA) quality assurance project plans (QAPP) & annual quality assurance reports.
 - ii. Onsite sewage system (OSS) operation & maintenance (O&M) status reports & maps.
 - iii. All water quality data & OSS sanitary survey reports & maps.
 - iv. Alleged agricultural (AG) water quality violations, complaints or referrals.
 - c. Recommend to COUNTY:
 - i. Focal geography for PIC program.
 - ii. Corrective actions and responsible agencies.
 - iii. Enforcement actions (to COUNTY health officer for OSS or to Washington State Department of Ecology (DOE) for AG).
 - d. Verify compliance with water quality standards after corrective actions implemented.
 - e. Brief shellfish protection districts on progress.

4. COUNTY shall have the following responsibilities:
 - a. Send O&M reminders to OSS owners and manage returned data.
 - b. Develop nonpoint ordinance for Board of County Commissioners' consideration.
 - c. Write EPA QAPP for PIC program.
 - d. Implement PIC SOP's.
 - e. Enforce OSS regulations per RCW 70.118.185 & County Code.
 - f. Refer alleged AG water quality violations or complaints to DOE.
 - g. Report OSS compliance/noncompliance to Steering Committee.
 - h. Fulfill public disclosure requests.

5. TRIBE shall have the following responsibilities:
 - a. Act as quality assurance officer & write annual data quality summary reports.
 - b. Continue early warning system water quality monitoring.
 - c. Investigate and refer alleged water quality violations or complaints as needed.
 - d. Monitor compliance with water quality standards after corrective actions implemented.
 - e. Enter water quality data into EPA STORET.
 - f. Provide geographic information system support.

6. COUNTY and TRIBE shall invite other agencies to participate and fulfill the following functions:
 - a. Washington State University Extension:
 - i. Implement public involvement & education program.
 - b. DOH:
 - i. Monitor marine water quality.
 - ii. Classify shellfish growing areas.
 - iii. Investigate alleged water quality violations or complaints per RCW 43.70.185.
 - c. DOE:
 - i. Investigate alleged AG water quality violations or complaints.
 - ii. Refer AG water quality violations to Mason Conservation District (MCD) for voluntary compliance.
 - iii. Enforce water quality standards for AG violations per RCW 90.48.120.
 - d. MCD:
 - i. Provide AG technical assistance.
 - ii. Report alleged AG water quality violations to DOE.
 - iii. Report AG compliance/non-compliance to Steering Committee.

7. Nothing in this AGREEMENT shall be deemed or construed as a waiver of either Party's sovereign immunity, and no other entity or individual shall be deemed to be a third party beneficiary of this AGREEMENT.

8. This AGREEMENT shall be governed by the laws of the State of Washington as to interpretation and performance.
9. This AGREEMENT shall remain effective until the DOH PIC grant to COUNTY for South Puget Sound is terminated.
10. This AGREEMENT contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the Parties hereto with respect to the subject matter hereof.
11. This AGREEMENT may not be amended orally, but only by an agreement in writing signed by the Parties hereto.
12. Any notice required under this AGREEMENT shall be to the Party at the address listed below and shall become effective as of the date of deposit in the United States Postal Service.

MASON COUNTY Health Services
 Attn: Health Services Director
 PO Box 1666
 Shelton, WA 98584

SQUAXIN ISLAND TRIBE
 Attn: Natural Resources Director
 Squaxin Island Tribe
 2952 SE Old Olympic Hwy
 Shelton, WA 98584

This AGREEMENT to establish a PIC Program for the South Puget Sound portion of Mason County and a PIC Steering Committee is entered into between the COUNTY and the TRIBE and shall take effect on the date of the last authorizing signature affixed hereto:

APPROVED:

BOARD OF COMMISSIONERS
 MASON COUNTY, WASHINGTON

BY: _____
 COUNTY HEALTH SERVICES DIRECTOR

 Chairperson

 Commissioner

APPROVED AS TO FORM:

 County Prosecutor

 Commissioner

CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the foregoing Inter-governmental Agreement was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this _____ day of _____ 2012, at which time a quorum was present and was passed by a vote of _____ for and _____ against with _____ abstentions.

David Lopeman, Chairman

Attested by: _____
Pete Kruger, Secretary

Arnold Cooper, Vice Chairman

MASON COUNTY

TO: BOARD OF MASON COUNTY COMMISSIONERS	Reviewed:
FROM: David Loser	Ext. 505
DEPARTMENT: Public Works/ER&R	Monday Briefing: _____ Action Agenda: __x__
DATE: May 22, 2012	No. 8.8

ITEM: Approval to award the Request for Proposals for the Courtroom Digital Audio Recording Systems to Efficiency, Inc for the base price of \$27,125, plus sales tax and the cost of any necessary equipment to have the systems installed for five new FTR Touch recording systems. Funding is budgeted in Superior Court, District Court and for the Commission Chambers.

Background: The existing recording systems for the chambers, Superior Court and District Court were purchased 10 years ago. The existing units are at the end of their life and are no longer functioning properly. Funding to be provided by purchasing departments.

Recommended Action: Move to award the Request for Proposals for the Courtroom Digital Audio Recording Systems to Efficiency, Inc for the base price of \$27,125, plus sales tax and the cost of any necessary equipment to have the systems installed for five new FTR Touch recording systems. Funding is budgeted in Superior Court, District Court and for the Commission Chambers.

Attachments: None

MASON COUNTY

**TO: BOARD OF MASON COUNTY
COMMISSIONERS**

Reviewed:

FROM: SUSAN SERGOJAN

Ext. 548

DEPARTMENT: PUBLIC DEFENSE

Monday Briefing: _____

DATE: MAY 22, 2012

**Action Agenda: _____
No.**

ITEM: MEMORANDUM OF UNDERSTANDING

Background: The District Court Indigent Defense Contract position vacated by Susan Sergiojan due to her new position as Public Defense Administrator needs to be filled for the remainder of the contract term through June 30, 2012. Compensation is at the same rate as in the current contract, and is covered in the current budget.

Recommended Action: Approval of Memorandum of Understanding for District Court Indigent Defense

Attachments: Proposed Memorandum of Understanding for District Court for remainder of current contract period through June 30, 2012

**INDIGENT DEFENSE COUNSEL
MEMORANDUM OF UNDERSTANDING
DISTRICT COURT**

The undersigned, an attorney at law licensed to practice in the State of Washington, agrees to represent indigent defendants before the District Court of Washington for Mason County, under the following terms and conditions:

1. **TERMS OF MEMORANDUM:** The term of this agreement shall be from the 16th day of May, 2012 through the 30th day of June, 2012. At the conclusion of this term, should a contract for the remainder of the 2012 calendar year not be awarded to the undersigned, or if a contract has not yet been executed, the following will apply:

- (a) Unless otherwise provided in paragraph (b) below, for appointments made through the end of the contract period, additional payment shall be made to you for time spent following the end of your term at the rate of \$35.00 per hour through the conclusion of the case, subject to a determination of reasonableness.
- (b) Unless otherwise ordered by the Court, any assigned case that is in warrant status at the end of the contract period or any assigned case that enters warrant status after the conclusion of the contract period shall be reassigned to a new contract attorney upon the defendant's next appearance before the Court.

2. **DUTIES OF ATTORNEY:** The Attorney and/or the firm FT Law, P.S. agrees to represent, advise, defend in court, and otherwise provide legal assistance to individuals deemed to be indigent by the court in accordance with the standards set forth by the American Bar Association, applicable Washington State Bar Association Standards, the Rules of Professional Conduct, Office of Public Defense Standards, RCW 10.101 et.esq., Mason County Ordinance No. 140.08, case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. In providing such services, the attorney agrees that:

- A. The attorney will accept and handle such cases for which the Court is required to appoint counsel;
- B. Upon notice of appointment, the attorney shall promptly arrange an initial interview with the indigent client;
- C. The services of the attorney in every case, unless otherwise ordered by the court, shall continue until the case has been terminated by final judgment or order of dismissal, including final rulings on post-trial motions (if any), and the filing of notice of appeal if required. The services shall include the preparation of work release or other special disposition paperwork if contemporaneous with final judgment.
- D.

E. The attorney shall be present in court at Arraignment hearings when requested by the defendant. Note: If the law or court rules are changed requiring public defenders to appear at all arraignment calendars, the parties may enter into negotiations regarding increase in compensation.

F. The attorney shall be present for all hearings held as set by the court. The current schedule is attached, but may change as directed by the court.

G. The Attorney understands that given the volume of cases this contract is considered full time. The court may provide an office, to be shared by Public Defenders - this is not a "secured office". The office may not be used for private cases. The court does not provide secretarial or other office support.

H. If the attorney has time the attorney may take private cases so long as they do not interfere with representation of indigent clients assigned on contract.

I. Attorney shall be available to take telephone calls from the jail on new misdemeanor arrests on nights and weekends. The attorney may make arrangements to share this with Superior Court Public Defenders, and must advise the court in writing as to what arrangements are made. The attorney must provide the jail,

Washington State Patrol, Mason County Sheriff, the Court and the Mason County Commissioners with the contact phone for use by defendants.

J. The attorney shall be responsible for all normal office expenses and costs, i.e. copies, postage, etc.

K. The attorney shall not be required to accept and the County shall not appoint any cases that would exceed the number of cases recommended to be handled by the Washington State Bar Association, legislature, constitution, court decisions, or court rules.

3. **PAYMENT:** In consideration of such services, the attorney shall be paid by Mason County the sum of \$ 4000.00 per month*. Said sum to be paid, by order directing payment through the County Auditor, and **shall be paid on the last working day of each month.** Payment is made out to FT Law, P.S., and will be left in the FT Law folder in the District Court Clerk's office.

* includes \$ 4000.00 per month from Mason County current expense fund. Additional compensation of \$1,300 per month from Office of Public Defense fund (OPD) may be available but is not guaranteed.

4. **MONTHLY INDIGENT APPOINTMENT REPORTS (COMPLIANCE WITH MASON COUNTY ORDINANCE NO. 140-08 AND RCW 10.101.050):** The attorney is required to submit to the District Court Administrator and the Public Defense Administrator by the fifth day of each month, for the preceding month, a summary of services provided, which shall include the following:

- (1) The number of new cases assigned including the name, case number and charge of each case;
- (2) The hours spent on the contract;
- (3) The number and type of cases in their private practice (i.e. cases handled outside this defense contract including but not limited to retained cases of any type);
- (4) The number and type of other public defense contracts, if any; and
- (5) The total hours billed for non-public defense cases, if any.

5. **REQUIREMENT FOR OPD – APPROVED TRAINING:** The Attorney agrees to attend seven hours of training approved by the Office of Public Defense (OPD) per

calendar year. A copy of the OPD training requirements is attached. Upon submission of proof of attendance and a request for reimbursement, the county agrees to compensate the attorney as follows: (1) for mileage to and from the training; (2) for lodging (up to \$ 60.00 per night) if the training is 50 or more road/nautical miles from attorney's official residence (receipt must be provided); and (3) \$ 40.00 per hour for attendance up to a maximum of seven (7) hours.

6. **HOLD HARMLESS:** The attorney agrees to hold the county harmless and defend any action arising against the county because of the alleged negligence or intentional misconduct of the attorney, its employees, or agents.
7. **INSURANCE AND PROOF OF INSURANCE:** The attorney shall at all times maintain errors and omissions liability insurance coverage with an individual coverage limit of \$100,000.00, and shall provide the Public Defense Administrator with a copy of said insurance within ten (10) days of execution of this contract.
8. **NON-ASSIGNABILITY:** The attorney shall not assign this contract or any rights or duties hereunder. The attorneys' duties shall not be delegated without court permission.
9. **TERMINATION:** This contract may be terminated as follows:
 - (a) Immediate termination should the attorney become disbarred or his or her license to practice law in the State of Washington be suspended; or
 - (b) By the Public Defense Administrator upon thirty (30) days written notification to the attorney; or
 - (c) By the attorney upon sixty (60) days written notification to the Mason County Public Defense Administrator; or
 - (d) If the attorney does not intend to renew the contract, forty-five (45) days written notice prior to the end date of the contract must be provided to the Public Defense Administrator.
10. **EMPLOYEE BENEFITS:** It is understood and agreed by both the County and Attorney that the attorney is not a regular employee of the County and shall receive none of the benefits available to other Mason County employees including, but not limited to, medical, retirement,
insurance benefit coverage (i.e. L&I insurance) sick or annual leave.

IN WITNESS WHEREOF, executed at Shelton, Washington.

DATED this ____ day of May, 2012.

CHRISTOPHER TAYLOR, FT Law, P.S.

SSN or TAX ID #: _____

BAR #: _____

Address: _____

Telephone: 360-427-9670 ext. 774

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

ATTEST:

Shannon Goudy, Clerk of the Board

Lynda Ring Erickson, Chair

APPROVED AS TO FORM:

Tim Sheldon, Commissioner

Susan Sergiojan,
Public Defense Administrator

Steve Bloomfield, Commissioner

