

RESOLUTION NO. 2199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND AN AGREEMENT PROVIDING FOR THE FURNISHING OF DEFENSE COUNSEL AT THE CITY'S EXPENSE UNDER THOSE SITUATIONS REQUIRED BY CHAPTER 10, LAWS OF 1973, FIRST EXTRAORDINARY SESSION, AND JCrR RULE 2.11

WHEREAS, Chapter 10, Laws of 1973, First Extraordinary Session, imposes the cost of providing legal defense for indigents as to city ordinance violation proceedings upon the city, and

WHEREAS, the criminal rules for justice court JcrR 2.11 as promulgated by the Washington State Supreme Court to be effective July 1, 1973 requires that the right to counsel shall accrue as soon as feasible after the defendant is:

- (a) taken into custody,
- (b) when he appears before a committing magistrate, or
- (c) when he is formally charged,

whichever occurs earliest; and

WHEREAS, in some instances the right to counsel will accrue prior to the determination of indigency by the court, and

WHEREAS, Robert W. Villareale has presented to the City of Kirkland a proposal by which he would undertake to represent indigent defendants at all stages, including those stages prior to the indigency hearing, and


WHEREAS, said proposal appears to be reasonable and within the spirit and requirements of Chapter 10, Laws of 1973, First Extraordinary Session, and Justice Court Criminal Rule 2.11,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:


Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland the indigent defendant agreement between Robert W. Villareale and the City of Kirkland substantially in the form attached to the original of this resolution and by this reference incorporated herein.

Section 2. The City Manager is further directed to report back to the City Council within 90 days with his recommendation as to whether the sum budgeted in the 1973 budget for indigent defense will be adequate, and if it appears to be inadequate, to recommend to the City Council the amount required to be provided by supplemental appropriation.

PASSED by majority vote of the Kirkland City Council in regular meeting on July 2, 1973.



Mayor

Attest:


Director of Administration & Finance
(ex officio City Clerk)

INDIGENT DEFENDANT AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of July, 1973, by and between ROBERT W. VILLAREALE, hereinafter referred to as First Party, and the CITY OF KIRKLAND, hereinafter referred to as Second Party.

I. GENERAL PURPOSE: Second Party is desirous of obtaining legal counsel and legal services for indigents charged with crimes in its municipality for which there is a substantial likelihood of imprisonment. That the First Party is desirous of performing said legal services on behalf of the Second Party.

II. CRITERIA FOR REPRESENTATION: It is agreed by the parties herein that the legal services provided for by this agreement shall be applicable only to those cases in which a determination has been made that the defendant is indigent and that if convicted, there is a substantial likelihood that the defendant will be imprisoned.

III. CRIMINAL OFFENSES COVERED BY THIS AGREEMENT: It is agreed by the parties herein that legal representation shall extend, in general terms, to the following two classes of cases which shall not be considered to be exclusive listing:

A. Non-traffic

1. All misdemeanor and gross misdemeanors
2. Probation revocation hearings

B. Traffic

1. Driving while under the influence of intoxicants or drugs
2. Reckless driving
3. Hit and run of attended vehicles
4. Driving while license is suspended or revoked


IV. DUTIES AND RESPONSIBILITIES OF CONTRACTING ATTORNEY:

It is agreed that the First Party shall have the following duties and responsibilities:

- A. To make the initial indigency determination not later than 24 hours after the defendant has been charged with a crime covered by this agreement.
- B. To be present, if necessary, at a subsequent indigency determination hearing before any Judge of the Northeast District Justice Court.
- C. To be present prior to the administration of a Breathalyzer Test by the City of Kirkland Police Department in those situations in which the arresting officer has determined that the defendant is indigent.
- D. To assume the burden of trial preparation and actual trial.
- E. To assume the burden of preparing pre-sentence report, if necessary, and appearing with defendant at the time of sentencing

V. PAYMENT OF ATTORNEY FEES: The Second Party agrees to pay the First Party the sum of \$75.00 for each defense of indigent criminal defendants. In addition, Second Party agrees to pay the First Party the sum of \$50.00 for alcohol related offenses in which the First Party is requested by the City of Kirkland Police Department to be present and to give legal counsel to the indigent defendant prior to the administration of any breathalyzer test.

VI. TERMINATION OF AGREEMENT: It is mutually agreed that either party may terminate this agreement upon advance written notice of 30 days or more to the other party of its intended date of termination.


ROBERT W. VILLAREALE
Attorney at Law

CITY OF KIRKLAND

By: 
