



# **PUBLIC SAFETY COMMITTEE MEETING**

**Monday, December 01, 2025, at 5:00 PM**  
**Snoqualmie City Hall, 38624 SE River Street & Zoom**

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## **COMMITTEE MEMBERS**

Chair: Rob Wotton

Councilmembers: Cara Christensen and Catherine Cotton

*This meeting will be conducted in person and remotely using Zoom.*

**Join by Telephone:** To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **836 4577 2692** and Password **1700040121** if prompted.

**Join by Internet:** To watch the meeting over the internet via your computer, follow these steps:

- 1) Click this [link](#)
- 2) If the Zoom app is not installed on your computer, you will be prompted to download it.
- 3) If prompted for Webinar ID, enter **836 4577 2692**; Enter Password **1700040121**

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## **CALL TO ORDER & ROLL CALL**

## **AGENDA APPROVAL**

**PUBLIC COMMENTS (online public comments will not be taken).**

## **MINUTES**

- [1.](#) Approval of the minutes dated November 17, 2025.

## **AGENDA BILLS**

- [2.](#) **AB25-123:** Indigent Defense Contract with Valley Defenders PLLC
- [3.](#) **AB25-122:** Resolution Adopting New Indigent Defense Standards

## **DISCUSSION**

4. Behavioral Health Specialist Discussion

## **ITEMS FOR FUTURE DISCUSSION**

## **ADJOURNMENT**



## PUBLIC SAFETY COMMITTEE MEETING MINUTES NOVEMBER 17, 2025

*This meeting was conducted in person at Snoqualmie City Hall and remotely using Zoom.*

**CALL TO ORDER & ROLL CALL** – Chair Wotton called the meeting to order at 5:00 pm.

**Committee Members:** Councilmembers Rob Wotton, Cara Christensen, and Catherine Cotton were present.

**City Staff:**

Dena Burke, City Attorney; Gary Horejsi, Interim Police Chief; Mike Bailey, Fire Chief; Deana Dean, City Clerk; Robert Thrall, Legal Assistant; and Jimmie Betts, IT Support.

**AGENDA APPROVAL** – The agenda was approved as presented.

**PUBLIC COMMENTS** – There were no public comments.

**MINUTES** – The minutes dated November 3, 2025, were approved as presented.

**AGENDA BILLS**

2. **AB25-120:** Electric Motorcycle Ordinance. Interim Chief Horejsi led the discussion which included a review of the proposed code. Committee questions followed. Additional information provided by City Attorney Burke. This item is approved to move forward at the November 24, 2025, City Council meeting for first reading of the ordinance.

**DISCUSSION**

3. Crisis Care Center Update led by CM Cotton who spoke to the recent Sound Cities Association and Department of Health meeting regarding the Crisis Care Centers Initiative, approved by King County voters in April 2023 and roles of the jurisdiction. Discussion followed.

**ITEMS FOR FUTURE DISCUSSION**

**ADJOURNMENT** - The meeting was adjourned at 5:34 pm.

*Minutes prepared by Deana Dean, City Clerk.*

*Recorded meeting audio is available on the city website after the meeting.*

*Minutes approved at the \_\_\_\_\_ Public Safety Committee Meeting.*

# Council Agenda Bill

## AB Number

AB25-123

## Agenda Bill Information

### Title\*

Indigent Defense Contract with Valley Defenders, PLLC.

### Action\*

Motion

### Council Agenda Section

Committee Report

### Council Meeting Date\*

12/08/2025

### Staff Member

Gary Horejsi

### Department\*

Police

### Committee

Public Safety

### Committee Date

12/01/2025

### Exhibits

Packet Attachments - if any

Exhibit A - Order 25700-A-1644.pdf	262.85KB
Contract SNQ - INDIGENT DEFENSE SERVICES.docx	35.23KB
Res 1741 Contract with Valley Defenders PLLC.docx	22.16KB

## Summary

### Introduction\*

Brief summary.

Both the United States and Washington State constitutions require fair legal representation for indigent individuals. There is a constitutional right to court-appointed counsel for indigent defendants. Under RCW 39.34.180, each city is responsible for its own criminal justice responsibilities, including the prosecution of misdemeanor and gross misdemeanor offenses.

The City of Snoqualmie has contracted with Valley Defenders, PLLC since January 13, 2013, providing indigent defense services in criminal cases. Due to a judicial standards change for public defense the fees associated with these services are increasing.

### Proposed Motion

Move to approve Resolution 1741 approving the contract with Valley Defenders, PLLC.

## Background/Overview\*

What was done (legislative history, previous actions, ability to hyperlink)

The City of Snoqualmie has contracted with Valley Defenders, PLLC since January 13, 2013, for indigent defense services to individuals who have been certified for representation in criminal charges. Due to a Washington State Supreme Court order, the change for public defense fees associated with these services are increasing. The Washington State Supreme Court announced new substantial reductions in the caseload limits of public defenders. This case ruling was decided in the matter of the standards for indigent defense implementation of CrR 3.1, CrRLJ 3.1, AND JuCR 9.2, Order No. 25700-A-1644. The new limits take effect on January 1, 2026, reducing the caseload of public defenders over a ten-year period to 47 felony case credits and 120 misdemeanor case credits. Case credits are applied to account for complex cases verses the number of cases to account for the time spent by each public defender working through a case. Valley Defenders, PLLC provided a new Interlocal Agreement reflecting the new cost of services under the new standards.

Compensation - The City shall pay to the Valley Defenders PLLC One Hundred and Sixty Thousand Dollars (\$160,000) per year in the monthly installments per Table 1 in the contract. (Contract Attached to this document). This amount assumes a 0.5 full time equivalent (FTE) attorney at a case load of 225 cases maximum per FTE for 2026. In the event case loads increase or decrease more or less than 15%, both parties agree to re-negotiate the contract amount.

There are additional costs that may occur depending on case needs; for example: \$1,000 flat rate for an appeal; medical or psychiatric evaluation costs; expert witness fees, interpreter fees; or, investigation expenses.

The contract term is for one year, ending December 31, 2026. There is an option to extend and amend for one more additional year, which would make that end date December 31, 2027.

The attached contract from Valley Defenders PLLC., ensures we continue providing services for indigent defense and helps keep the City of Snoqualmie within the standards set forth by the Washington State Supreme Court.

## Analysis\*

The City of Snoqualmie is entering into a new contract with Valley Defenders PLLC., due to the new indigent defense standards set by the Washington State Supreme Court which reduces the caseload of public defenders and increases the cost of services starting January 1, 2026.

## Budgetary Status\*

This is an extra-budget expenditure.

## Budget Summary

The City incorporated \$1,868,432 in Non-Departmental (#001) expenditures within the 2025-26 Biennial Budget. Currently, \$868,242 has been spent for purchases within this functional classification, with no contracts outstanding. After incorporating the proposed \$160,000 Valley Defenders PLLC contract for public defense expenses, \$840,190 remains for other purchases (please see the table below or on the next page).

While it appears that the Non-Departmental (#001) classification has sufficient appropriation to fund the contract, this contract is \$57,930 higher than the public defender costs estimated within the 2025-26 Biennial Budget. Administration has requested a budgetary amendment for this expenditure as part of the Mid-Biennium Amendment, as shown within AB25-107 Amendment #8, with an expected Council vote on November 24, 2025.

## Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$160,000.00	\$1,868,432.00	\$57,930.00

### Fiscal Impact Screenshot

#### Non-Departmental (#001)

2025-2026 Biennial Budget	Combined	
Beginning Budget	\$	1,868,432
Expenditures	\$	(868,242)
Outstanding Contract Value	\$	-
Current Available Budget	\$	1,000,190
Value of this Contract (AB25-122)	\$	(160,000)
Available Budget after Contract	\$	840,190

## 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 sixty (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 sixty (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 Chambless, 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.

FILED  
 SUPREME COURT STATE  
 OF WASHINGTON  
 JUNE 9, 2025  
 BY SARAH R. PENDLETON  
 CLERK

# THE SUPREME COURT OF WASHINGTON

IN THE MATTER OF THE STANDARDS FOR  
 INDIGENT DEFENSE IMPLEMENTATION OF  
 CrR 3.1, CrRLJ 3.1, AND JuCR 9.2

## ORDER

NO. 25700-A-1644

The Washington State Supreme Court in October 2023 requested that the Washington State Bar Association (“WSBA”) Council on Public Defense (“CPD”) review a newly released National Public Defense Workload Study (“The Rand Study”) and provide recommendations, if any, to the Court.

As a result of that review, the CPD proposed comprehensive revisions to the WSBA Standards for Indigent Defense Services. The WSBA Board of Governors, after receiving public comments, adopted the proposed revised Standards and forwarded them to the Court with a recommendation that the Court incorporate the WSBA-adopted revised Standards into the Court’s Standards in CrR3.1, CrRLJ 3.1, and JuCR 9.2.

The Court, in June 2024, published the WSBA proposed Standards for comment and held two public hearings on those proposed Standards on September 25, 2024 and November 13,

## ORDER

IN THE MATTER OF THE STANDARDS FOR INDIGENT DEFENSE IMPLEMENTATION  
OF CrR 3.1, CrRLJ 3.1, AND JuCR 9.2

2024. The Court has, to date, held three lengthy internal work sessions to review all of the comments and testimony, and to discuss each proposed Standard.

Although the Court has not completed its full review, the Court is aware that: (1) budget planning is underway in local jurisdictions; (2) it would help that process for planners to know as soon as possible about any revised caseload standards that will be adopted; and (3) the crisis in the provision of indigent criminal defense services throughout our state requires action now to address the crisis and to support quality defense representation at every level. Thus, in advance of a full decision on all parts of the CPD's proposal, we provide this summary communication of the Court's conclusions on caseloads. The reality is that many aspects of indigent criminal defense services vary by structure and location, so the Court is adopting an approach which accommodates that diversity while fostering real and meaningful reductions in caseloads as soon as possible, where necessary.

Now therefore, it is hereby ORDERED:

1. Effective January 1, 2026, the caseload standard for each full-time appointed felony attorney for any 12 month period shall be 47 felony case credits; and for each full-time appointed misdemeanor attorney for any 12 month period shall be 120 misdemeanor case credits; and for each full-time appointed attorney for a respondent in civil commitment proceedings for any 12 month period shall be 250 commitment case credits. Implementation of these caseload standards must be accomplished as soon as reasonably possible. Implementation may, however, be accomplished in a phased approach with an annual reduction of at least 10% of the difference between the current standard and the new standard (as measured on January 1, 2026), until the

## ORDER

IN THE MATTER OF THE STANDARDS FOR INDIGENT DEFENSE IMPLEMENTATION  
OF CrR 3.1, CrRLJ 3.1, AND JuCR 9.2

new standard has been met. Full compliance must occur no later than ten years from January 1, 2026.

2. The Court declines to adopt the mandatory method of case counting and weighting in the proposed standards. However, we endorse the importance of case weighting to measure case credits and actual case counts, including inherited cases, to make the mandatory caseload limits meaningful. Thus, case weighting to measure case credits is permissible and encouraged. Case weighting should rely on written policies and procedures that have been adopted and published by the local government entity responsible for employing, contracting with, or appointing counsel for indigent defendants and respondents. Such case weighting may use the method in the Rand Study relied upon by the WSBA CPD and the rules for weighting contained in the WSBA's adopted Standards. All policies on case counting and weighing shall, at a minimum, comply with principles in the current court rule Standards 3.5 and 3.6. If no case weighting system is adopted, the maximum caseload count is the actual number of cases referenced above for each case type.

3. There shall be an evaluation of the progress and impact of these caseload standards three years after the effective date of these standards. Implementation shall continue during the evaluation.

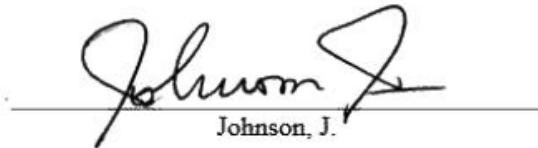
4. Rule amendments concerning revised caseload standards will be announced in the near future, once the court's review is complete.


## ORDER

IN THE MATTER OF THE STANDARDS FOR INDIGENT DEFENSE IMPLEMENTATION  
OF CrR 3.1, CrRLJ 3.1, AND JuCR 9.2

IT IS SO ORDERED, this 9th day of June, 2025.

  
CHIEF JUSTICE

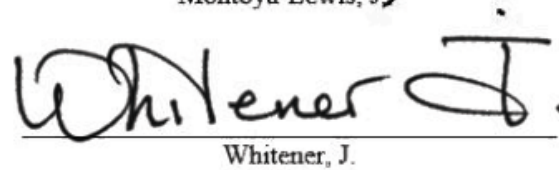
  
Johnson, J.

  
Yu, J.

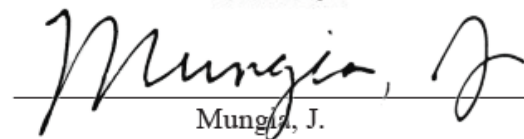
  
Madsen, J.

  
Montoya-Lewis, J.

  
González, J.

  
Whitener, J.

  
Gordon McCloud, J.

  
Mungia, J.

**RESOLUTION NO. 1741****A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON,  
APPROVING A CONTRACT FOR INDIGENT DEFENSE SERVICES  
WITH VALLEY DEFENDERS PLLC.**

**WHEREAS**, Washington State Supreme Court by order 25700-A-1644 adopted June 9, 2025, has adopted “New Standards for Indigent Defense” to be effective January 1, 2026, and implemented over a ten-year period; and

**WHEREAS**, effective January 1, 2026, the caseload standard for each full-time appointed felony attorney for any 12-month period shall be 47 felony case credits; and for each full-time appointed misdemeanor attorney for any 12-month period shall be 120 misdemeanor case credits; and for each full-time appointed attorney for a respondent in civil commitment proceedings for any 12-month period shall be 250 commitment case credits; and

**WHEREAS**, the City of Snoqualmie has contracted with Valley Defenders, PLLC since January 13, 2013, and has been satisfied with their services; and

**WHEREAS**, based on the Washington State Supreme Court order 25700-A-1644 mandating new indigent defense standards, the case load amount for each public defense attorney will decrease, resulting in the cost of public defense services increasing; and

**WHEREAS**, to ensure compliance with Washington State Supreme Court order 25700-A-1644, the City of Snoqualmie is entering into a new contract with Valley Defenders, PLLC for indigent defense services effective January 1, 2026.

**NOW, THEREFORE, BE IT RESOLVED:** The Mayor is authorized to enter into the contract with Valley Defenders PLLC, attached hereto as Exhibit A.

**PASSED** by the City Council of the City of Snoqualmie, Washington, this 8<sup>th</sup> day of December 2025.

---

Katherine Ross, Mayor

Attest:

---

Deana Dean, City Clerk

# Council Agenda Bill

## AB Number

AB25-122

## Agenda Bill Information

### Title\*

Resolution Adopting New Indigent Defense Standards

### Action\*

Motion

### Council Agenda Section

Committee Report

### Council Meeting Date\*

12/08/2025

### Staff Member

Gary Horejsi

### Department\*

Police

### Committee

Public Safety

### Committee Date

12/01/2025

### Exhibits

Packet Attachments - if any

Exhibit A - Order 25700-A-1644.pdf

262.85KB

Res 1740 Indigent Defense.docx

23.64KB

## Summary

### Introduction\*

Brief summary.

The Washington State Supreme Court by order number 25700-A-1644 on June 9, 2025, adopted "New Standards for Indigent Defense" to be effective January 1, 2026. This requires the City of Snoqualmie to update Indigent Defense Standards.

### Proposed Motion

Move to approve Resolution 1740 adopting new standards for Indigent Defense.

### Background/Overview\*

What was done (legislative history, previous actions, ability to hyperlink)

The City of Snoqualmie adopted [Resolution 1164](#) on June 15, 2012, the standards for Indigent Defense to be effective September 2, 2012. RCW 10.101.030 required each City to adopt public defense standards, establishing as guidance the standards of the Washington State Bar Association – Standards for Indigent Defense Services Approved June 9, 2025.

The Washington State Supreme Court by order number 25700-A-1644 on June 9, 2025, adopted “New Standards for Indigent Defense” to be effective January 1, 2026, and was implemented over a ten-year period. The new standard requires a reduction in caseloads for indigent defense. The caseload standard for each full-time appointed felony attorney for any 12-month period shall be 47 felony case credits; and for each full-time appointed misdemeanor attorney for any 12-month period shall be 120 misdemeanor case credits; and for each full-time appointed attorney for a respondent in civil commitment proceedings for any 12-month period shall be 250 commitment case credits. However, Implementation may be accomplished in a phased approach with an annual reduction of at least 10% of the difference between the current standard and the new standard (as measured on January 1, 2026), until the new standard has been met. Full compliance must occur no later than ten years from January 1, 2026.

**Analysis\***

The Snoqualmie City Council is requesting repeal of Resolution 1164 and approval of Resolution 1740, adopting the new standards for indigent defense services.

**Budgetary Status\***

This action has no budgetary implications.

**Budget Summary**

The adoption of this resolution is not associated with a contract and therefore does not affect the 2025-26 Biennial Budget. However, public defender costs are expected to increase approximately \$57,930 beyond the amounts estimated in the 2025-26 Biennial Budget, due in part to Washington State Supreme Court's Order #25700-A-1644. See AB25-123 for details. This increase is expected regardless of action by Council on this agenda bill.

FILED  
 SUPREME COURT STATE  
 OF WASHINGTON  
 JUNE 9, 2025  
 BY SARAH R. PENDLETON  
 CLERK

# THE SUPREME COURT OF WASHINGTON

IN THE MATTER OF THE STANDARDS FOR  
 INDIGENT DEFENSE IMPLEMENTATION OF  
 CrR 3.1, CrRLJ 3.1, AND JuCR 9.2

## ORDER

NO. 25700-A-1644

The Washington State Supreme Court in October 2023 requested that the Washington State Bar Association (“WSBA”) Council on Public Defense (“CPD”) review a newly released National Public Defense Workload Study (“The Rand Study”) and provide recommendations, if any, to the Court.

As a result of that review, the CPD proposed comprehensive revisions to the WSBA Standards for Indigent Defense Services. The WSBA Board of Governors, after receiving public comments, adopted the proposed revised Standards and forwarded them to the Court with a recommendation that the Court incorporate the WSBA-adopted revised Standards into the Court’s Standards in CrR3.1, CrRLJ 3.1, and JuCR 9.2.

The Court, in June 2024, published the WSBA proposed Standards for comment and held two public hearings on those proposed Standards on September 25, 2024 and November 13,

## ORDER

IN THE MATTER OF THE STANDARDS FOR INDIGENT DEFENSE IMPLEMENTATION  
OF CrR 3.1, CrRLJ 3.1, AND JuCR 9.2

2024. The Court has, to date, held three lengthy internal work sessions to review all of the comments and testimony, and to discuss each proposed Standard.

Although the Court has not completed its full review, the Court is aware that: (1) budget planning is underway in local jurisdictions; (2) it would help that process for planners to know as soon as possible about any revised caseload standards that will be adopted; and (3) the crisis in the provision of indigent criminal defense services throughout our state requires action now to address the crisis and to support quality defense representation at every level. Thus, in advance of a full decision on all parts of the CPD's proposal, we provide this summary communication of the Court's conclusions on caseloads. The reality is that many aspects of indigent criminal defense services vary by structure and location, so the Court is adopting an approach which accommodates that diversity while fostering real and meaningful reductions in caseloads as soon as possible, where necessary.

Now therefore, it is hereby ORDERED:

1. Effective January 1, 2026, the caseload standard for each full-time appointed felony attorney for any 12 month period shall be 47 felony case credits; and for each full-time appointed misdemeanor attorney for any 12 month period shall be 120 misdemeanor case credits; and for each full-time appointed attorney for a respondent in civil commitment proceedings for any 12 month period shall be 250 commitment case credits. Implementation of these caseload standards must be accomplished as soon as reasonably possible. Implementation may, however, be accomplished in a phased approach with an annual reduction of at least 10% of the difference between the current standard and the new standard (as measured on January 1, 2026), until the

## ORDER

IN THE MATTER OF THE STANDARDS FOR INDIGENT DEFENSE IMPLEMENTATION  
OF CrR 3.1, CrRLJ 3.1, AND JuCR 9.2

new standard has been met. Full compliance must occur no later than ten years from January 1, 2026.

2. The Court declines to adopt the mandatory method of case counting and weighting in the proposed standards. However, we endorse the importance of case weighting to measure case credits and actual case counts, including inherited cases, to make the mandatory caseload limits meaningful. Thus, case weighting to measure case credits is permissible and encouraged. Case weighting should rely on written policies and procedures that have been adopted and published by the local government entity responsible for employing, contracting with, or appointing counsel for indigent defendants and respondents. Such case weighting may use the method in the Rand Study relied upon by the WSBA CPD and the rules for weighting contained in the WSBA's adopted Standards. All policies on case counting and weighing shall, at a minimum, comply with principles in the current court rule Standards 3.5 and 3.6. If no case weighting system is adopted, the maximum caseload count is the actual number of cases referenced above for each case type.

3. There shall be an evaluation of the progress and impact of these caseload standards three years after the effective date of these standards. Implementation shall continue during the evaluation.

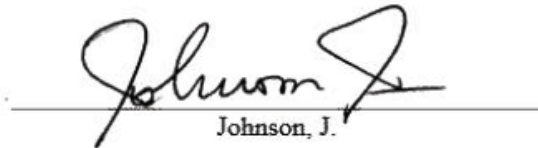
4. Rule amendments concerning revised caseload standards will be announced in the near future, once the court's review is complete.


## ORDER

IN THE MATTER OF THE STANDARDS FOR INDIGENT DEFENSE IMPLEMENTATION  
OF CrR 3.1, CrRLJ 3.1, AND JuCR 9.2

IT IS SO ORDERED, this 9th day of June, 2025.

  
CHIEF JUSTICE

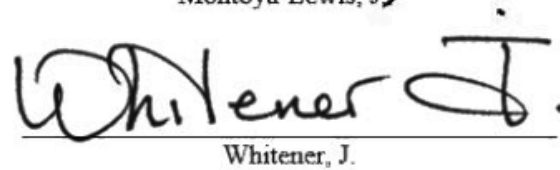
  
Johnson, J.

  
Yu, J.

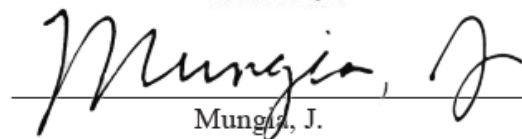
  
Madsen, J.

  
Montoya-Lewis, J.

  
González, J.

  
Whitener, J.

  
Gordon McCloud, J.

  
Mungia, J.

**RESOLUTION NO. 1740**

**A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, ADOPTING NEW INDIGENT DEFENSE STANDARDS, DIRECTING STAFF TO REVIEW STANDARDS AND POTENTIAL ADDITIONS TO OR CLARIFICATIONS THEREOF; INCORPORATION OF THE STANDARDS INTO PUBLIC DEFENSE CONTRACTS; AND REPEALING RESOLUTION 1164.**

**WHEREAS**, RCW 10.101.030 required each City to adopt public defense standards, establishing as guidance the standards of the Washington State Bar Association – Standards for Indigent Defense Services Approved June 9, 2025; and

**WHEREAS**, the City of Snoqualmie adopted Resolution 1164 on June 15, 2012, the standards for Indigent Defense to be effective September 2, 2012; and,

**WHEREAS**, Washington State Supreme Court by order number 25700-A-1644 on June 9, 2025, adopted “New Standards for Indigent Defense” to be effective January 1, 2026, to be implemented over a ten-year period; and

**WHEREAS**, effective January 1, 2026, the caseload standard for each full-time appointed felony attorney for any 12-month period shall be 47 felony case credits; and for each full-time appointed misdemeanor attorney for any 12-month period shall be 120 misdemeanor case credits; and for each full-time appointed attorney for a respondent in civil commitment proceedings for any 12-month period shall be 250 commitment case credits; and

**WHEREAS**, implementation of the new standards may be accomplished in a phased approach with an annual reduction of at least 10% of the difference between the current standard and the new standard (as measured on January 1, 2026), until the new standard has been met. Full compliance must occur no later than ten years from January 1, 2026.

**NOW, THEREFORE, BE IT RESOLVED:**

Section 1. Pursuant to the provisions of RCW 10.101.030, the City Council hereby adopts as its standards for indigent defense those standards contained in Washington State Supreme Court order No. 25700-A-1644 adopted June 9, 2025, attached hereto as Exhibit A.

Section 2. Resolution 1164 and any prior Resolution adopting public defender standards are hereby repealed.

Section 3. Staff are directed to review the indigent defense standards adopted today and propose at a future date if warranted any potential additions or clarifications.

Section 4. The indigent defense standards attached in Exhibit A are to be incorporated in any future contract for provision of indigent defense standards.

**PASSED** by the City Council of the City of Snoqualmie, Washington, this 8<sup>th</sup> day of December 2025.

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Katherine Ross, Mayor

Attest:

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Deana Dean, City Clerk