



MONROE CITY COUNCIL
Public Safety Committee
Tuesday, December 1, 2020, 6:00 P.M.
Zoom Online Meeting Platform

2020 Committee
Councilmembers
Patsy Cudaback
Ed Davis
Heather Rousey

AGENDA

CALL TO ORDER

1. Virtual Participation Information

The City Council meeting will be held virtually via Zoom Meeting. Due to the COVID-19 pandemic, and Proclamation 20-28 issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Join Zoom Meeting:

- Click link:
<https://us02web.zoom.us/j/89817485087?pwd=YURsMUVjOGRMVHN1ZlFWMEdzSXVIQT09>
- Dial in: (253) 215-8782
- Meeting ID: 898 1748 5087

ROLL CALL

APPROVAL OF THE MINUTES

1. Meeting minutes of October 6, 2020

PRESENTATION

1. Code Enforcement/Chronic Nuisance Efforts – Update (R. Bomar)

NEW BUSINESS

1. Public Defense Grant Update (R. Huebner)

NEXT COMMITTEE MEETING

1. January 5, 2021
 - Select Chair
 - Confirm Meeting Dates/Times
 - 2021 Work Plan

ADJOURNMENT



MONROE CITY COUNCIL

Public Safety Committee

Tuesday, October 6, 2020, 7:00 P.M.
Zoom Online Meeting Platform

2020 Committee

Councilmembers
Patsy Cudaback
Ed Davis
Heather Rousey

MINUTES

CALL TO ORDER

A regular meeting of the Monroe City Council Public Safety Committee was held on Tuesday, October 6, 2020. The meeting was called to order by Councilmember Davis at 6:00 p.m. The City Council meeting was held virtually via Zoom. Due to the COVID-19 pandemic, and Proclamation 20-28 issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Council Present: Councilmember Davis and Councilmember Rousey
Mayor: Present
Staff Present: Hasart, Knight, Ness, Jolley, Haley, and Feilberg
Others Present: Carolyn Miller, Yelena Stock, and Chad Krepps (Zachor & Thomas)

Councilmember Davis noted the excused absence of Councilmember Cudaback. No objections were noted.

APPROVAL OF THE MINUTES

1. Meeting minutes of July 21, 2020
2. Meeting minutes of August 4, 2020

Councilmember Rousey moved to approve the minutes from July 21 and August 4. The motion was seconded by Councilmember Davis. On vote, motion carried 2-0.

NEW BUSINESS

1. Prosecuting Attorney Update (Chief Jolley)

Police Chief Jeff Jolley provided background information on the agenda item, and introduced Chad Krepps and Carolyn Miller from Zachor & Thomas, who provided an update on prosecution services provided to the City.

2. Municipal Court Update (Judge Ness)

Municipal Court Judge Jessica Ness gave an update relating to the following topics:

- Court Overview
- COVID-19 pandemic and the Court's response to:
 - Emergency orders
 - Remote and in-person hearings
 - Processing the backlog
 - Impact on services



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3. Drone Program Update (Chief Jolley)

Chief Jolley gave an update on the drone program; usage; operations; and noted reports to be updated on the City's website.

NEXT COMMITTEE MEETING

1. November 3, 2020

- PSC Goals and Agenda
- Code Enforcement – Chronic Nuisance Properties
- Public Defense/Grant Update
- Contract Renewals

ADJOURNMENT

Councilmember Rousey moved to adjourn the meeting. The motion was seconded by Councilmember Davis. On vote, motion carried (2-0)

The meeting was adjourned at 6:38 p.m.



MONROE CITY COUNCIL
Public Safety Committee Meeting
Tuesday, December 1, 2020 6:00 p.m.

2020 Committee
Councilmembers
Patsy Cudaback
Ed Davis
Heather Rousey

SUBJECT:	Code Enforcement/Chronic Nuisance Efforts - Update
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
12/01/2020	Community Dev/ Code Enforcement	Rick Bomar	Rick Bomar	Presentation #1

Discussion: 12/1/2020
Attachments: 1. PowerPoint Presentation

REQUESTED ACTION: Presentation/Discussion Only

POLICY CONSIDERATIONS

The City Council of the City of Monroe sets policy and program goals through adoption of the annual budget. A formal code enforcement program was instituted as part of the 2020 Budget Adoption.

DESCRIPTION/BACKGROUND

Rick Bomar, Code Enforcement Officer, will be presenting information regarding the efforts made throughout the current fiscal year to institute and formalize the City's Code Enforcement program. In addition, Mr. Bomar will be highlighting some of the action taken with regards to the City's chronic nuisance properties.



CODE ENFORCEMENT AND CHRONIC NUISANCE

City of Monroe Public Safety Committee
December 1, 2020, 6:00 p.m.

INTRODUCTION

- ▶ What is code enforcement?
- ▶ Code Enforcement Team
- ▶ How the process works



OUR APPROACH

- ▶ Voluntary Compliance
- ▶ Education
- ▶ Proactive vs. Reactive
- ▶ Resources
- ▶ Contacts



CHRONIC NUISANCE

- ▶ What is a chronic nuisance?
- ▶ Case Management
- ▶ Collaboration
- ▶ Sanctions/Limited Commission
- ▶ Example of a chronic nuisance case:





NEXT STEPS

- ▶ Where are we going?



QUESTIONS?

Our Goal:

“To promote health and safety through excellent service”



SUBJECT:	Public Defense Grant Update
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
12/01/2020	Executive	Rich Huebner	Rich Huebner	New Business #1

Discussion: 12/1/2020
Attachments: 1. Office of Public Defense Grant Contract

REQUESTED ACTION: Discussion Only
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POLICY CONSIDERATIONS

The City of Monroe applied for and received a grant from the Office of Public Defense (OPD) for the calendar years 2020 and 2021 to provide social work services for the Indigent Defense team.

DESCRIPTION/BACKGROUND

In 2019, the City of Monroe applied for and received a two-year grant, for the calendar years 2020 and 2021, from the Office of Public Defense (OPD). Receipt of this grant enabled the City to provide social work services for the Indigent Defense team of Monroe Law, PLLC. The grant is for \$24,000 in total, remitted to Monroe Law in equal payments of \$1,000 per month.

To date, social worker Nicole Nagle has worked with Monroe Law, PLLC, to provide support with client court obligations, such as assessment, treatment, housing, and community service. Social worker Nagle has also attended meetings of the Monroe Technical Advisory Committee (TAC), which informs the Community Human Services Advisory Board (CHSAB), and provides regular updates to the Indigent Defense team regarding services available and becoming available in the Sky Valley region.

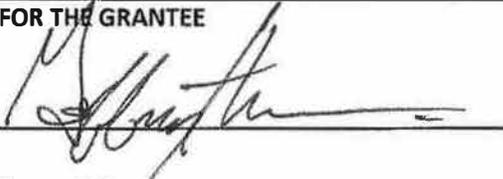
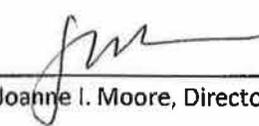
Through the end of the calendar year and in 2021, social worker Nagle will continue to provide the above described services, as well as collect data on social work outcomes. Social worker Nagle will also provide services that address client needs for common misdemeanor case outcomes.

The addition of social worker Nagle to the Indigent Defense team has resulted in favorable client outcomes due to clients receiving appropriate servicing of needs. With social worker Nagle focusing on the lifestyle needs of the Indigent Defense team’s clients, attorneys are able to focus on the legal needs of their clients. Particularly throughout the COVID-19 pandemic, social worker Nagle has been able to provide information on service availability and procedure in this time of uncertainty and variability.

Grant Agreement No. GRT20021

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. Grantee City of Monroe 806 W Main St Monroe, WA 98272	2. Grantee Representative Elizabeth Adkisson City Clerk 806 W Main St Monroe, WA 98272
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Katrln Johnson Managing Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Grant Amount \$24,000.00	6. Grant Period January 1, 2020 through December 31, 2021
7. Grant Purpose The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities. (See Chapter 10.101 RCW.)	
The Office of Public Defense (OPD) and Grantee, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start January 1, 2020 and end December 31, 2021. The rights and obligations of both parties to this Grant are governed by this Grant Agreement and the following other documents incorporated by reference: Special Terms and Conditions of the City Grant Agreement, General Terms and Conditions of City Grant Agreement, and Exhibits A, B, and C.	
FOR THE GRANTEE  _____ Name, Title 12/10/2019 _____ Date	FOR OPD  _____ Joanne I. Moore, Director 12/11/2019 _____ Date

SPECIAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Grant.

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Grant.
- b. The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. GRANT AWARD AMOUNT

The Grantee is awarded twenty-four thousand and 00/100 Dollars (\$24,000.00) to be used for the purpose(s) described in the USE OF GRANT FUNDS below. One-half of the award amount shall be disbursed to Grantee in January, 2020 for use during calendar year 2020. The remaining one-half shall be disbursed to Grantee in January, 2021 for use during calendar year 2021.

3. PROHIBITED USE OF GRANT FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)

- a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
- b. Grant funds cannot be spent on purely administrative functions or billing costs.
- c. Grant funds cannot be used for cost allocation.
- d. Grants funds cannot be used for indigency screening costs.
- e. Grant funds cannot be used for city or court technology systems or administrative equipment.
- f. Grant funds cannot be used for city attorney time, including advice on public defense contracting.

4. USE OF GRANT FUNDS

- a. Grantee agrees to use the grant funds for the following:
 - i. Social work services for the public defense team,
 - ii. Additional attorneys to comply with caseload limits,
 - iii. Increased public defense attorney compensation, and
 - iv. Texting technology for public defense counsel to communicate with clients.
- b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above.
- c. Grantee agrees to use the first disbursement of funds in calendar year 2020, and the second disbursement of funds in calendar year 2021. If Grantee is unable to use the funds in the year for which the funds are disbursed, the Grantee agrees to notify OPD to determine what action needs to be taken.
- d. Grantee agrees to deposit the grant check within fourteen days of receipt.

5. OVERSIGHT

- a. Grantee agrees to submit written reports to OPD. The first report shall be submitted to OPD no later than June 1, 2020 using the template found in Exhibit A. The second report shall be

submitted to OPD no later than December 1, 2020 using the template found in Exhibit B. The third report shall be submitted to OPD no later than June 1, 2021 using the template found in Exhibit C. Where indicated, reports must be submitted along with the Grantee City's public defense attorneys' contracts, certifications of compliance, and other required documentation.

- b. Over the duration of the grant term, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city representatives.

6. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions Of the City Grant
- General Terms and Conditions of the City Grant

GENERAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

1. **ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

2. **AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

6. **CONFORMANCE**

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant.

10. **LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part.

12. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of the Grant, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. RECORDS MAINTENANCE

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

15. SEVERABILITY

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

16. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing.