

RESOLUTION NO. 3277

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A FOUR-PAGE AMENDMENT TO CONTRACT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City has an existing contractual relationship with attorney Daniel B. Polage, whereby Mr. Polage provides defense services to indigent defendants at the City's municipal court on an independent contractor basis; and

WHEREAS, the current fourteen-page Contract for Indigent Defense Services was entered into following the City Council's adoption of Resolution No. 3002), and it has not been previously amended; and

WHEREAS, the City desires to make certain changes to the defender's current contract, both with respect to Mr. Polage's levels of compensation and with respect to other language within the current contract; and

WHEREAS, a four-page written amendment, labeled "Amendment to Contract for Indigent Defense Services", has been prepared, has already been signed by Mr. Polage in advance, and the terms thereof are acceptable to City staff; and

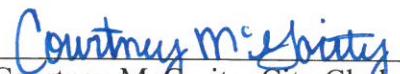
WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the four-page Amendment to Contract for Indigent Defense Services in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of December, 2025.


Roger Bell, Mayor

ATTEST:


Courtney McCarity, City Clerk

APPROVED AS TO FORM:


Rob Case, City Attorney

**AMENDMENT TO
CONTRACT FOR INDIGENT DEFENSE SERVICES**

WHEREAS, a fourteen-page “Contract for Indigent Services” (hereinafter “Contract”) was entered into and formed between the City of Selah (hereinafter “City”) and Daniel B. Polage (hereinafter “Public Defender”) during April 2023, whereby Public Defender provides indigent defense services on an independent contractor basis to defendants charged in the City’s court; and

WHEREAS, the parties desire to effectuate amendments/adjustments to the Contract, with regard to Public Defender’s compensation, with regard to the duration term of the Contract and also with regard to other related language and substantive changes;

NOW THEREFORE, in consideration of the mutual benefits to be derived and the promises contained herein including continuation of the parties’ contractual relationship, City and Public Defender hereby enter into and form this Amendment to Contract for Indigent Defense Services:

1. Language of Preexisting Contract that will be Modified. The following excerpted paragraphs exist within the Contract (prior to the amendments/adjustments to be effectuated by the instant document becoming effective):

2. Compensation & Reimbursement. Effective May 1, 2023, City shall pay and reimburse Public Defender for services rendered under this Contract as follows:

2.1 Base Compensation. As base compensation, payment of a flat fee of nine thousand dollars and no cents (\$9,000.00) gross per month (unless a temporary reduction or suspension becomes applicable, per Section 2.1.1 below).

2.2 Additional Compensation for In-Court Trial Time. As additional compensation, payment of at additional rate of ninety dollars and no cents (\$90.00) gross per hour for in-court trial time, if any, on an assigned case, up to a maximum of five hundred dollars and no cents (\$500.00) per day.

...

3. Original Term, Potential Renewal Terms; Potential Termination or Extension; Procedure for City’s Agreement to Extension. The original term of this Contract shall be from May 1, 2023 through December 31, 2026, unless sooner terminated or sooner extended as provided herein. Absent a sooner termination, this Contract shall automatically extend for a subsequent one-year renewal term upon expiration of the original term, and, likewise, it shall automatically extend for an additional one-year renewal term upon expiration of each prior renewal term absent a sooner termination. Any term, the number terms and duration of terms may be extended by mutual agreement of the parties; such agreement by the City must occur via a written Resolution approved via the affirmative vote of at least a majority of the whole membership of the City Council and also one of the

following: (a) a corresponding approval signature on such Resolution by the Mayor or by the Mayor Pro Tem in the Mayor's absence, with such signature occurring within ten days of the City Council's vote; (b) the passage of ten days after the City Council's vote without any notice of veto by the Mayor or by the Mayor Pro Tem in the Mayor's absence; or (c) the City Council's reconsideration and reaffirmation of the Resolution via the affirmative vote of at least a majority plus one of the whole membership of the City Council, with such vote occurring within thirty (30) days of the date that a prior veto by the Mayor or by the Mayor Pro Tem in the Mayor's absence took effect.

2. New, As-Modified Language of Contract (with editing marks). Effective as of January 1, 2026, such excerpted paragraphs within the Contract shall and will be modified as shown via following editing marks:

2. Compensation & Reimbursement. Effective May 1, 2023, January 1, 2026, City shall pay and reimburse Public Defender for services rendered under this Contract as follows:

2.1 Base Compensation. As base compensation, payment of a flat fee of nineeleven thousand dollars and no cents (\$9,000.00) (\$11,000.00) gross per month (unless a temporary reduction or suspension becomes applicable, per Section 2.1.1 below): and such flat fee shall increase effective each subsequent January 1st for the calendar year by the same cost of living (COLA) percentage that applies for the City's police officers.

2.2 Additional Compensation for In-Court Trial Time. As additional compensation, payment of at additional rate of ninetyone hundred twenty dollars and no cents (\$90.00) (\$120.00) gross per hour for in-court trial time, if any, on an assigned case, up to a maximum of fiveseven hundred dollars and no cents (\$500.00) (\$700.00) per day.

...

3. Original Term, Potential Renewal Terms; Potential Termination or Extension; Procedure for City's Agreement to Extension. The original term of this Contract shall be from May 1, 2023 through December 31, 2026, 2030, unless sooner terminated or sooner extended as provided herein. Absent a sooner termination, this Contract shall automatically extend for a subsequent one-year renewal term upon expiration of the original term, and, likewise, it shall automatically extend for an additional one-year renewal term upon expiration of each prior renewal term absent a sooner termination. Any term, the number of terms and duration of terms may be extended by mutual agreement of the parties; such agreement by the City must occur via a written Resolution approved via the affirmative vote of at least a majority of the whole membership of the City Council and also one of the following: (a) a corresponding approval signature on such Resolution by the Mayor or by the Mayor Pro Tem in the Mayor's absence, with such signature occurring within ten days of the City Council's vote; (b) the passage

of ten days after the City Council's vote without any notice of veto by the Mayor or by the Mayor Pro Tem in the Mayor's absence; or (c) the City Council's reconsideration and reaffirmation of the Resolution via the affirmative vote of at least a majority plus one of the whole membership of the City Council, with such vote occurring within thirty (30) days of the date that a prior veto by the Mayor or by the Mayor Pro Tem in the Mayor's absence took effect.

3. New, As-Modified Language of Contract (without editing marks). Effective as of January 1, 2026, such excerpted paragraphs within the Contract shall and will be modified to read and provide as follows:

2. Compensation & Reimbursement. Effective January 1, 2026, City shall pay and reimburse Public Defender for services rendered under this Contract as follows:

2.1 Base Compensation. As base compensation, payment of a flat fee of eleven thousand dollars and no cents (\$11,000.00) gross per month (unless a temporary reduction or suspension becomes applicable, per Section 2.1.1 below) and such flat fee shall increase effective each subsequent January 1st for the calendar year by the same cost of living (COLA) percentage that applies for the City's police officers.

2.2 Additional Compensation for In-Court Trial Time. As additional compensation, payment at additional rate of one hundred twenty dollars and no cents (\$120.00) gross per hour for in-court trial time, if any, on an assigned case, up to a maximum of seven hundred dollars and no cents (\$700.00) per day.

...

3. Original Term, Potential Renewal Terms; Potential Termination or Extension; Procedure for City's Agreement to Extension. The original term of this Contract shall be from May 1, 2023 through December 31, 2030, unless sooner terminated or sooner extended as provided herein. Absent a sooner termination, this Contract shall automatically extend for a subsequent one-year renewal term upon expiration of the original term, and, likewise, it shall automatically extend for an additional one-year renewal term upon expiration of each prior renewal term absent a sooner termination. Any term, the number of terms and duration of terms may be extended by mutual agreement of the parties; such agreement by the City must occur via a written Resolution approved via the affirmative vote of at least a majority of the whole membership of the City Council and also one of the following: (a) a corresponding approval signature on such Resolution by the Mayor or by the Mayor Pro Tem in the Mayor's absence, with such signature occurring within ten days of the City Council's vote; (b) the passage of ten days after the City Council's vote without any notice of veto by the Mayor or by the Mayor Pro Tem in the Mayor's absence; or (c) the City Council's reconsideration and reaffirmation of the Resolution via the affirmative vote of at least a majority plus one of the whole

membership of the City Council, with such vote occurring within thirty (30) days of the date that a prior veto by the Mayor or by the Mayor Pro Tem in the Mayor's absence took effect.

4. Effective Date; No Other Changes. The amendments/adjustments recited, confirmed and established by the instant document will take effect on January 1, 2026. Except as stated in the instant document, all other terms, provisions, language and effect of the Contract remain in full force and effect without any modification.

WHEREFORE, the parties have entered into and formed this contractual amendment via their respective signatures occurring on the date(s) recited below, but with the contractual amendment taking effect on January 1, 2026:

CITY OF SELAH ("City")

By: Roger S. Bell

Roger Bell, Mayor
(following prior approval of City Council via Resolution)

Dated: 12/9/25

DANIEL B. POLAGE ("Public Defender")

By: Daniel B. Polage

Dated: 12/2/25