

# Memorandum

**To:** Mayor and Town Council  
**From:** Doug Beagle, Town Administrator  
**Date:** 2/8/2012  
**Re:** Prosecuting Attorney Services

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On January 27, 2012, the Mayor terminated the prosecuting services of the Ladenburg brothers. There were several issues with the termination of the Ladenburg's but the most important one was how through their daily routine put the Town in a liable situation.

By hiring Patterson Buchanan Forbes Leitch & Kalzer, Inc, the Town will be in a better position to serve the citizens and provide guidance to our court system.

My recommendation to Council is to approve the agreement for prosecuting attorney services with Patterson Buchanan.

**RESOLUTION 2012-K**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE THE  
EXECUTION OF PROSECUTION ENGAGEMENT AGREEMENT**

**WHEREAS**, the Town of Eatonville is required to prosecute criminal violations of the Eatonville Municipal Code that occur within the Town;

**WHEREAS**, the Council has reviewed the attached agreement and wishes to authorize its execution, now therefore,

**BE IT RESOLVED** by the Council of the Town of Eatonville to authorize the Mayor to execute on behalf of the Town the attached Prosecution Engagement Agreement with the law firm Patterson Buchanan Fobes Leitch & Kalzer, Inc. P.S.

Passed by the Council of the Town of Eatonville at a regular meeting this \_\_\_\_\_ day of February, 2012.

\_\_\_\_\_  
Raymond Harper, Mayor

ATTEST:

\_\_\_\_\_  
Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney



**PATTERSON BUCHANAN  
FOBES LEITCH & KALZER, INC., P.S.**

TOLL FREE (800) 722-3815  
www.pattersonbuchanan.com

SEATTLE OFFICE  
2112 Third Ave, Suite 500  
Seattle, Washington 98121  
MAIN (206) 462-6700 FAX (206) 462-6701

PORTLAND OFFICE  
1001 SW Fifth Ave, 11th Floor  
Portland, Oregon 97204  
MAIN (503) 200-5400 FAX (503) 200-5401

Michael A. Patterson\*†  
Patricia K. Buchanan\*  
Duncan K. Fobes\*  
Charles P. E. Leitch\*  
Karen A. Kalzer\*  
Donald F. Austin^

Yasmeen M. Abdullah  
Mark A. Anderson  
Erin C. Barmby^  
Daniel P. Crowner  
Adam G. Cuff  
Joseph P. Derrig

Paul Edwards-Kevin  
Rhianna M. Fronapfel  
Anna H. Galaviz  
Onik'a I. Gilliam^#  
Sarah E. Heineman\*\*  
Thomas E.M. Hutton\*⊙

Nicole B. Jackson\*  
Sean D. Jackson  
Scott I. Jamieson  
Andrew S. Kamins  
Michael T. Kitson  
Erik M. Laiho

Daniel G. Lloyd\*  
Sarah S. Mack\*  
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Keith A. Talbot  
Kristina B. Terrien  
Bryan T. Terry

^ Also admitted in California  
⊙ Also admitted in D.C.  
• Also admitted in Idaho  
• Also admitted in Maryland

\* Also admitted in Michigan  
† Also admitted in New York  
\* Also admitted in Oregon  
# Also admitted in U.S. Virgin Islands

February 6, 2012

Town of Eatonville  
Mr. Doug Beagle  
P.O. Box 309  
201 Center Street West  
Eatonville, WA 98328

**PROSECUTION ENGAGEMENT AGREEMENT – FEES AND EXPENSES**

Between: Town of Eatonville

And: Patterson Buchanan Fobes Leitch & Kalzer, Inc., P.S.

This Engagement Agreement is for criminal prosecution work and related services for and on behalf of the Town of Eatonville to be performed by an attorney trained and experienced in criminal prosecution. If the terms below are agreeable, please sign where indicated. If you have any questions regarding its contents, please do not hesitate to call. Please also feel free to have this agreement viewed by independent counsel.

**CONDUCT AND SCOPE OF WORK:**

One Time or Annual Work	Time Estimate
Observe & Monitor Current Prosecutor's work for February 2012 hearing	5 to 12 hours
Update Current Standard Legal Forms	1 to 2 hours
Create plea forms, stipulation forms, and offer forms for common crimes	2 to 5 hours

Potentially brief legal issues and bring motions regarding limits on court discretion to refuse to revoke stipulations and continuances and other legal issues that affect Town	5 to 10 hours
Communication and training with law enforcement officers regarding their cases and training them on any important legal criminal changes in the law	3 to 10 hours  <u>Total one time or Annual:</u>  16 - 29 hours

Recurring Work	Monthly Time Estimate
Referrals, Charging, and Amending Pleadings	1 to 2 hours
General Hearing Preparation	1 to 2 hours
Offers and Negotiations	1 to 2 hours
Motions and Pleadings (such as motions to revoke)	1 to 2 hours
Trial and Hearing Preparation	2 to 4 hours
Court attendance	3 to 5 hours
File creation, maintenance, and case tracking (can be performed by a paralegal with prosecutor supervision)	1 to 2 hours
<b>Range Totals</b>	10 to 19 hours/month

Matters will be handled in a timely fashion and reasonable matter per state law and RPC's governing the attorney client relationship. On some procedural matters, we are sometimes expected to extend courtesies to other attorneys (most frequently, in scheduling) and we depend on those courtesies ourselves; in these areas, we may not be able to secure approval in advance, though we will attempt to do so. Please be assured these courtesies will not be extended if we

know they would jeopardize a reasonable undertaking of duties on the Town's behalf or undermine Town policy, or cause the Town serious inconvenience.

We will send the Town Clerk, Chrystal McGlone copies of documents and correspondence bearing on our work (including via Iphone and remote email for non-sensitive documents) and will keep the Town Clerk, Chrystal McGlone informed of developments.), There may be periods when we have little to report. The Town is always welcome to call to inquire about the status of any matter. We may also schedule appointments to review the status of any matter or the Town may call and request or report information and otherwise obtain assistance. We will endeavor to return Town calls promptly; if we are not able to do so, we will request a member of our staff to call and see if she/he can assist. Please be assured of the confidentiality of any communications from the Town to me or my staff. The Town may call Patricia Buchanan at any time, during regular business hours or afterhours at her direct office number: (206) 462-6703 or cell number: (206) 418-9782. We view our duty to you to be as readily available and responsive as possible.

CONTENTS OF THE TOWN FILES: The files we maintain are Town property and the Town may take possession at any time. Approximately ten (10) years after the conclusion of any matter, the file may be destroyed in accordance with State records retention guidelines and without notice unless the Town takes possession or directs otherwise.

FEE ARRANGEMENTS: The firm will undertake work for the Town under the following fee arrangements:

A. Hourly Charges: The fee for services is billed for time spent on Town criminal prosecution matters as follows:

1. Criminal Prosecuting Attorney: \$165.00 per hour
2. Paralegals: \$75.00 per hour

Our hourly rates may be revised only after advance notice to the Town Clerk, Chrystal McGlone and the Town Council. Records are kept of all time and services performed on behalf of the Town of Eatonville and are summarized in the monthly statements.

We charge for all time spent on the criminal matters, including telephone consultations, research, drafting of documents, conferences with defendants, opposing counsel, Town representatives and/or personnel or with others involved in Town prosecution matters, as well as court appearances.

Attorney fees and rates may be subject to courtesy write offs or reductions at the discretion of the firm, but are subject to reimbursement to the firm in the event of an attorney fee award or recovery from other parties. If at any time you feel you have not received value from services provided and charged for, please call Patricia Buchanan as our goal is to ensure client satisfaction.

B. Costs. The firm will necessarily incur costs in working on the matters, which may include court fees, costs of service of process, messenger fees, computerized legal research, depositions, appraisals, witness fees, copying at \$.10 cents per page, express mail service, extraordinary postage expense, and other costs. These will normally be included in the monthly regular bills. We will make every reasonable effort to notify Chrystal McGlone in advance of incurring unusually large costs.

C. Payment of Charges. We will send Chrystal McGlone regular statements for services rendered and for costs incurred, which must be paid promptly. We rely on our clients to pay amounts billed in full by the due date specified on the statement, unless we have previously confirmed, in writing, arrangements for an extended payment schedule. If the Town fails to pay amounts owing to this firm, the Town agrees that we may, after notice to the Town Clerk, terminate our representation or decline to provide additional services.

The Town is responsible for payment of all charges and costs incurred in the legal services provided to or on behalf of the Town of Eatonville.

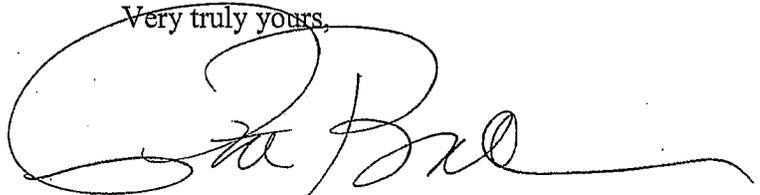
Either party may terminate this Agreement/Engagement upon 30 days written notice.

D. Hold Harmless. The Town Prosecutor agrees to indemnify, hold harmless and defend the Town, from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the Town Prosecutor. The Town agrees to indemnify, hold harmless and defend the Town Prosecutor from and against any and all claims, judgments, or awards of damages, arising out of or resulting from the acts, errors or omissions of the Town.

We appreciate a representative or agent of the Town of Eatonville taking the time to review this letter. We hope it has answered any questions about the business side of working with us. Once again, if the above is agreeable, please indicate that by signing and completing the information below.

Meanwhile, we look forward to working with the Town of Eatonville.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Patricia K. Buchanan', written over a large, loopy flourish.

Patricia K. Buchanan  
Attorney at Law

Agreed to and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, at  
\_\_\_\_\_, Washington.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_