

**CONTRACT FOR PUBLIC
DEFENDER SERVICES IN LEWIS
COUNTY DISTRICT COURT
2025
Amended**

**RECEIVED
FEB 26 2025
LEWIS COUNTY
RISK MANAGEMENT**

1. PARTIES

This agreement ("Agreement") is made and entered into effective on the date set forth in Section 9, between Lewis County, Washington, a political subdivision of the State of Washington acting by and through the Board of County Commissioners, its elected legislative and executive branch, or its designee (hereinafter referred to as the "County"), as payer, and the below named attorney (herein referred to as "PUBLIC DEFENDER"), as payee. The PUBLIC DEFENDER certifies that he/she is a duly qualified and licensed member in good standing of the Washington State Bar Association authorized to practice law in the State of Washington, having paid all dues and fees required. The Washington State Bar Association identification number for the PUBLIC DEFENDER is affixed next to his/her signature. The purpose of this agreement is to provide legal counsel for people found to be indigent by the Lewis County Public Defense Coordinator. This contract is personal to the PUBLIC DEFENDER named herein. The PUBLIC DEFENDER may not sub-contract nor delegate duties and responsibilities under this agreement but may only use other qualified attorneys to stand in on a limited basis with notification to the Public Defender for the Day, to include vacation, illness, or other time needed.

2. DUTIES

2.1 The PUBLIC DEFENDER agrees to provide independent professional legal services to people found to be indigent by the assigned Lewis County Public Defense Coordinator. Case assignments will be in accordance with Washington State Court Rules, Washington State Standards of Indigent Defense, and Lewis County Code, and cases assigned by the Lewis County Public Defense Coordinator, or in the event a withdrawal and substitution is necessary. The assignment of cases will be subject to the written conditions of the assignment for such court upon which the Public Defender will be a signatory. The PUBLIC DEFENDER shall provide her/his legal services in conformity with such conditions, and such conditions of an assignment shall be part of this agreement as if fully set forth herein.

2.2 By accepting this agreement, the PUBLIC DEFENDER agrees to abide by the provisions of Lewis County Code Chapter 2.40 and the Washington State Court Standards of INDIGENT DEFENSE.

3. CASE WEIGHTING

3.1 As provided in the Washington Supreme Court Standards for Indigent Defense, the caseload of a full-time public defense attorney should not exceed 300 misdemeanor weighted credits per year, which is equivalent to the time spent on 400 average misdemeanor cases per year; and 150 felony cases, or 250 juvenile criminal cases. The caseload of a full-time Rule 9

Intern who has not graduated from law school may not exceed 75 misdemeanor weighted credits per year.

3.2 Lewis County has adopted a weighting methodology for District Court adjudications:

- Two (2) case credits for cases charged with the count of Driving Under the Influence to include Physical Control; and
Two (2) case credits for cases charged with the designation of “Domestic Violence;”
- One (1) case credit for all other cases not described elsewhere in Section 3.2 of this Agreement.
- One half (0.5) case credits for cases charged with the count of Driving While License Suspended in the third degree or No Valid Operator’s License without Identification; and
- One third (0.33) case credits for newly assigned post-conviction show cause (“probation”) cases.

4. **COMPENSATION**

4.1 The PUBLIC DEFENDER will be compensated at a rate of \$440.00 per unit for the 2025 calendar year. For the purposes of this Agreement and billing, the case credit amount shall be commensurate to the number of units billable.

The PUBLIC DEFENDER will be paid an additional TWO UNITS for a Jury Trial per day of trial and an additional ONE UNIT for a Bench Trial. The PUBLIC DEFENDER will be paid an additional ONE-HALF UNIT for a CrR 3.5 or 3.6 Suppression Motion that is argued in a special set time. Combined CrR 3.5 and 3.6 hearings shall only be paid as ONE-HALF UNIT.

Cases that require the services of an Interpreter in court shall be paid an additional ONE UNIT.

The PUBLIC DEFENDER will be paid \$147.00 per show cause hearing or restitution hearing appearance.

In the event the PUBLIC DEFENDER represents a person whose charging is amended to add additional and subsequent charge of Violation of a No Contact Order, each additional count for a violation made electronically, regardless of the number occurrences or days, the PUBLIC DEFENDER will be paid an additional ONE UNIT. For additional and subsequent charges of Violation of a No Contact Order, each additional count for a violation made physically, the PUBLIC DEFENDER will be paid an additional ONE UNIT per occurrence.

If the PUBLIC DEFENDER is assigned a case that is on appeal to the Superior Court of a District Court decision, said services will be compensated at \$85.00 an hour plus costs but not to exceed a total amount for the case of \$1,500.00. Verified hourly billings, signed under penalty of perjury by the attorney seeking payment, shall be submitted to the Lewis County Public Defense Coordinator upon completion of the case and prior to any payment being made.

4.2 The PUBLIC DEFENDER services shall be furnished as an independent contractor and

nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this agreement by the PUBLIC DEFENDER as an independent contractor. The PUBLIC DEFENDER acknowledges that the entire compensation for this contract is specified in Section 4.1 and the PUBLIC DEFENDER is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave payment, medical, dental, or other insurance benefits or any other rights or privileges afforded to Lewis County employees.

4.3 The PUBLIC DEFENDER shall always at his/her own expense maintain in full force and effect malpractice insurance covering Public Defender.

4.4 The performance of all or part of this agreement by the PUBLIC DEFENDER shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the PUBLIC DEFENDER or of any employee of the PUBLIC DEFENDER at the present time or in the future.

4.5 The PUBLIC DEFENDER understands and acknowledges that the County will not withhold federal or state Income taxes. Where required by State or Federal law, the PUBLIC DEFENDER authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the PUBLIC DEFENDER will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the PUBLIC DEFENDER to make the necessary estimated tax payments throughout the year, if any, and the PUBLIC DEFENDER is solely liable for any tax obligation arising from the PUBLIC DEFENDER'S performance of this agreement. The PUBLIC DEFENDER hereby agrees to indemnify the County against any demands to pay taxes arising from the PUBLIC DEFENDER'S failure to pay taxes on compensation earned under this agreement.

5. ATTORNEY STANDARDS OF PERFORMANCE

5.1 The PUBLIC DEFENDER shall provide services to indigent clients in a manner consistent with the Rules of Professional Conduct and Lewis County Code Chapter 2.40.

5.2 The PUBLIC DEFENDER shall provide an explanation and report of all public defense work for other courts during the contract period as well as report hours billed for nonpublic defense legal services in the previous calendar year, including number and types of private cases.

5.3 The PUBLIC DEFENDER shall obtain a minimum of seven hours of criminal defense related CLE training per year at Public Defender's own expense and shall be responsible for scheduling and paying for this CLE requirement. Verification of compliance with this requirement shall be provided with the Public Defender's December billing report.

5.4 The PUBLIC DEFENDER shall pay diligent and prompt attention to the duties of representation.

5.5 The PUBLIC DEFENDER, his or her successors or assigns, will protect, save, and hold harmless Lewis County, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever, by reason of the acts or omissions of PUBLIC DEFENDER, his or her subcontractors, assigns, agents, contractors, licensees, invitees, employees or any person whatsoever, arising out of or in connection with acts or activities authorized by this agreement.

PUBLIC DEFENDER further agrees to provide a legal defense via legal counsel, as approved by the Lewis County Prosecuting Attorney, Lewis County and its authorized agents and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this agreement. This obligation shall not include claims, costs, damages, or expenses, which may be caused by the sole negligence of Lewis County or its authorized agents or employees; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) Lewis County and its agents or employees, and (2) PUBLIC DEFENDER, his or her agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of PUBLIC DEFENDER OR PUBLIC DEFENDER'S agents or employees.

6. MONITORING AND EVALUATION OF ATTORNEYS

6.1 The PUBLIC DEFENDER shall meet with County officials annually to review the PUBLIC DEFENDER's compliance with these standards and performance in providing effective assistance of counsel.

6.2 These evaluations shall be in writing on a form to be developed by the County and are in the nature of staff evaluations and therefore not subject to public disclosure. During the first year as a PUBLIC DEFENDER for County, County may also require quarterly reviews.

6.3 The PUBLIC DEFENDER shall provide to County the reports required by this agreement and any other materials requested sufficiently in advance of the evaluation meeting.

6.4 If an evaluation is negative in any way, a plan for correction of the perceived problem shall be made and put in writing on the form.

7. BILLING

7.1 The Public Defender shall promptly report the number of units completed at the end of each month on the Monthly Report Form to the Lewis County Public Defense Coordinator. Payment will be processed within 30 days of completed billings, to include verification by the Public Defense Coordinator. Billings submitted beyond 30 days of completion date of case shall have a memo from Public Defender detailing reason for delayed billing.

7.2 A case is completed upon formal entry of a judgment and sentence, motion for order of indigency on appeal (if appropriate), order of dismissal, final order in a probation violation matter, or deferred prosecution.

7.3 For those cases in which a warrant is issued subsequent to the Public Defender's appointment and has been outstanding for thirty days, the attorney may submit a billing. If the warrant is served or the defendant re-appears within 120 days of the issuance of the warrant, the appointment is deemed to be continuing.

8. TERMINATION

8.1 Either party may terminate this agreement at any time, with or without cause, upon sixty (60) days written notice to the other signatory. This agreement shall automatically terminate upon the disbarment of the PUBLIC DEFENDER. The PUBLIC DEFENDER shall immediately notify the

County Administration and Presiding Judge of the District Courts of his/her suspension and/or disbarment.

8.2 This agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and Lewis County.

8.3 In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this agreement, the venue of such litigation shall be the courts of the State of Washington in and for the County of Lewis.

8.4 If any term or condition of this agreement or the application thereof to any person(s) or circumstances is held invalid, such validity shall not affect other terms, conditions, or application which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this agreement are declared to be severable.

8.5 This written agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

8.6 In the event that this agreement is terminated other than at the end of the close of a calendar month, the PUBLIC DEFENDER'S final payment under this agreement shall be based on completed units.

8.7 Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.

8.8 The Parties each acknowledge, represent, warrant, and agree that they arrived at this agreement through arm's length negotiations, and the mutual covenants and promises as provided by this Agreement are sufficient and due and adequate. This agreement was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

8.9 Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this agreement unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.

8.10 This agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

9. DURATION OF CONDITIONS

9.1 The terms of these conditions relating to appointment as attorney shall be in effect from _____ through December 31, 2025, unless terminated sooner, and may be revised only by mutual written agreement of the parties. This agreement may be renewed annually at the discretion of Lewis County.

Dated this 26 day of February, 20 25

LEWIS COUNTY

Public Defender

R Barrett

[Signature]

By: Lewis County Manager
Ryan Barrett

WSBA # 24042

Printed name and office address:

Scott Harmer

PO Box 1018

So. Bend, Wa.

98586

Type of Case	Number of Units	Unit Rate
Driving Under the Influence	Two (2)	440.00
Cases filed as Domestic Violence	Two (2)	440.00
All Other Types of Cases Not Listed One	One (1)	440.00
Driving With a License Suspended Third Degree or No Valid Operator's License without Identification	One-half (.50)	440.00
Newly Appointed Post-Conviction Show Cause	One-third (.33) per hearing appearance	147.00
Deferral Revocation Hearings	One (1)	440.00

The caseload of a contract public defender should not exceed the following:

- (1) One hundred fifty felonies per attorney per year; or
- (2) Three hundred gross misdemeanors and/or misdemeanors per attorney per year; or
- (3) Two hundred fifty juvenile offender cases per attorney per year; or
- (4) Eighty open juvenile dependency clients per attorney per year; or
- (5) Two hundred fifty civil commitment cases per attorney per year; or
- (6) Thirty-six appeals to appellate court hearing a case on the record and briefs per attorney per year.

A "case" is defined as a filing of a document with the court naming a person as defendant or respondent.

If a defendant FTA's (Fails to appear) and the attorney bills for the case as of the FTA date and the attorney is reappointed within 120 days, they do not get to bill again for the matter.