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LEWIS COUNTY
RISK MANAGEMENT

LEWIS COUNTY SUPERIOR COURT
JUVENILE COURT DIVISION
2025

I. GENERAL

This agreement ("Agreement") is made and entered into effective on the date set forth in Section 8, 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 contract attorney may not sub-contract but may use other attorneys to stand in for them on a limited basis as approved by the court.

By accepting this agreement, the Public Defender agrees to abide by the provisions of the Lewis County indigent defense standards for criminal juvenile matters currently in effect.

II. PRELIMINARY ARTICLE

- 2.1 Each Public Defender shall be a qualified attorney admitted to the practice of law in the State of Washington and shall be bound to act in accordance with the Rules of Professional Conduct established by the Washington State Bar Association as adopted by the Supreme Court of the State of Washington.
- 2.2 Each Public Defender shall have demonstrated experience in representing parties in matters assigned to the Juvenile Division of the Superior Court at a level acceptable under the Washington State Court Rules for Indigent Defense.
- 2.3 Appointments relating to the representation of an indigent client shall be personal to the individual Public Defender, and not to the office with which the Public Defender is associated. This fact shall not be construed to inhibit or discourage the appearance of other substitute counsel for such clients when the Public Defender is unable to appear before the Court due to illness, vacations, or conflicts in Court schedules.
- 2.4 Of utmost importance is prompt attention to the duties undertaken. **THIS INCLUDES SEEING, FACE-TO-FACE, A DETAINED JUVENILE CLIENT AS SOON AS POSSIBLE BUT NOT LATER THAN THE NEXT JUDICIAL DAY AFTER THE NOTICE OF APPOINTMENT AND WEEKLY CONTACT**

WITH AN INCARCERATED JUVENILE AFTER THE INITIAL FACE-TO-FACE CONTACT.

III. PUBLIC DEFENDER RESPONSIBILITIES

- 3.1 The Public Defender shall provide services to indigent clients in a manner consistent with the Rules of Professional Conduct and the Washington State Court Rule for Indigent Defense Standards.
- 3.2 The Public Defender shall handle a proportional share of units during the contract period as monitored by the Lewis County Public Defense Coordinator. The Public Defender may temporarily decline or limit assignment of cases due to personnel reasons or case load limitations.
- 3.3 Each individual that agrees to perform public defense services 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. This information shall be submitted to the Lewis County Public Defense Coordinator.
- 3.4 The Public Defender shall obtain a minimum of seven hours of criminal defense related CLE per year, approved by the Washington State Office of Public Defense (OPD). The Public Defender is responsible for scheduling and paying for these CLE. Verification of compliance with this requirement shall be provided with the attorney's December billing report.
- 3.5 The attorney shall sign and provide the Lewis County Public Defense Coordinator with the Certification of Appointed Counsel of Compliance with Standards Required by CrR 3.1/CrRLJ 3.1/JuCR 9.2 each quarter.

IV. TERMINATION OF APPOINTMENT

Either the Public Defender or the County may terminate this arrangement with or without cause. The County and the Public Defender shall have a courteous discussion prior to termination, but no specific period of notice is required. The terminated attorney shall return all working files to the Lewis County Public Defense Coordinator for assignment to other attorneys.

V. FEE FOR SERVICES

Legal services to be performed will be paid on a per unit basis at the rate of: one full unit \$400.00; one-half unit \$200.00; and one partial unit \$100.00. Services and unit rates are further defined as follows:

- 5.1 Criminal Matter

- A. In criminal matters a full unit (or cause number) will be compensated at a rate of \$400.00: deferred disposition; change of plea; disposition; or up to one day, and each additional day of a fact finding and sentencing.
 - B. Pre-trial motions for which a one-half unit rate, \$200.00, compensation will be paid are: separately briefed motions to suppress; motions related to competency and sanity; or child hearsay.
 - C. All CDDA, SSODA, and MHD reviews will be compensated at one-half rate, \$200.00.
 - D. Separately scheduled contested probation violations and contested revocations of deferred disposition will be compensated at half unit rate, \$200.00.
 - E. Detention hearings, uncontested probation violations, and revocations of deferred disposition will be compensated at a partial unit rate, \$100.00.
 - F. Limited counsel for diversion matters will be compensated at \$50.00.
 - G. Attorney of the day handles first appearances including diversion terminations at the rate of \$100/day not to exceed one hour. If first appearances require more than one (1) hour, the Court Officer will provide a signed authorization to bill for an additional fee.
 - H. Class A cases will be compensated at the rate of \$100.00 per hour.
 - I. Participation in staffing, process meetings/training and as defense counsel for Recovery Court participants shall be compensated at the rate of \$1,200 per calendar month.
- 5.2 Cases Requiring Interpreters - In cases requiring an interpreter for the client, the attorney will be paid at 1.5 the regular rates per the required service as outlined in 5.1 through 5.3.
- 5.3 Other Items
- A. Attorneys will not be reimbursed for long-distance phone calls or routine costs.
 - B. Attorneys may be reimbursed for expert witness fees and other non-routine out of pocket expenses only when approved by the Lewis County Public Defense Coordinator in advance. A signed copy of the approval must be attached to all bills.
 - C. Post-trial motions will not be compensated additionally.
 - A. Waiver of Right to Counsel
Public Defender's appointed to assist juveniles with the Waiver of Right to Counsel will be paid \$35.00 for each form filled out. If the juvenile engages that attorney, the appointed attorney will receive the regular rate only. If the attorney cannot take the case

due to a conflict, they must fill out the attached form to receive the \$35.00 for counseling the juvenile on his right to waiver.

VI. BILLING

Each attorney shall complete at the end of each month the Monthly Report form and return it 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.

VII. DURATION OF CONDITIONS

- A. The terms of these conditions relating to appointments as Public Defender shall be in effect from Jan 1st, 2025 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.

VIII. CONTRACT ADMINISTRATION

The County shall be responsible for the administration of this contract.

Executed this 6th day of January, 2025.

LEWIS COUNTY

PUBLIC DEFENDER

R Barrett

David Brown

By: Lewis County Manager
Ryan Barrett

WSBA# 20379

Printed name and office address:

David Brown
1016 Mellen St
Centralia, WA 98531

Deferred disposition; change of plea; disposition; or up to one day, and each additional day of a fact finding and sentencing. (JC)	Full Unit	400
Separately briefed motions to suppress; motions relative to competency and sanity; or child hearsay. CDDA, SSODA, MHD Reviews. Contested PV(JC)	Half Unit	200
Detention hearings, uncontested probation violations, and revocations of deferred disposition (JC)	Partial Unit	100
Attorney of the day (JC)		100/day
Limited counsel for Diversion (JC)		50
Class A cases (JC)		100 per hour
Recovery Court Participation (JC)		1,200 per month
Waiver of right to counsel		35
Interpreter Services	1.5 the regular rate	400, 200, 100

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.

