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LEWIS COUNTY
RISK MANAGEMENT

**CONTRACT FOR ADULT INDIGENT CRIMINAL DEFENSE
IN THE
LEWIS COUNTY SUPERIOR COURT – 2025
AMENDED**

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 persons 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 and may only use other contract 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.

By accepting this contract, the Public Defender agrees to abide by the provisions of the LEWIS COUNTY INDIGENT DEFENSE STANDARDS currently in effect, a copy of which is provided herewith.

II. DEFINITIONS

1. "Unit" means:

- a. Representation of a defendant accused of either a Class B or Class C felony through all stages short of trial including pre-trial release, arraignment, omnibus hearing, routine CrR 3.5 hearing, plea of guilty, sentencing, and motion for order of indigency on appeal.
- b. Each day of trial including if the defendant pleads guilty or fails to appear on any day of trial.
- c. Cases transferred into Mental Health Court Program to be billed an extra unit (1) upon entry into program for ongoing review hearings.
- d. Cases transferred into Drug Court.

2. "One-half unit" means:

- a. Representation of a defendant on an extradition matter.
- b. A suppression hearing.
- c. Representation of a defendant at a probation violation hearing regardless of the number of cause numbers if the allegations of violation are the same in each.
- d. Contested restitution hearings.

3. "One-quarter unit" means:

- a. A special set review hearing.

III. COMPENSATION

- 1. Compensation for Class A, Final Strike cases shall be on an hourly rate to be set annually by the Lewis County Board of County Commissioners (BOCC"), or its designee, under County Administration. The assigned Lewis County Public Defense Coordinator will assign these cases to the roster of contract attorneys if possible.
 - a. Class A Felonies will be compensated at a rate of \$100.00 per hour for 2025.
- 2. Sex offenses compensation shall be as follows:
 - a. Failure to Register cases shall be compensated at one (1) unit.
 - b. All other Sex offenses shall be compensated at two (2) units.
- 3. In the cases where the Public Defender represents a Material Witness it shall be compensated at one (1) unit.
- 4. All other criminal compensation shall be by the unit, one-half unit or one-quarter unit.
 - a. One unit is compensated at a rate of \$1,000.00.
 - b. One-half unit is compensated at a rate of \$500.00.
 - c. One-quarter unit is compensated at a rate of \$250.00.
- 5. In cases where the defendant requires an interpreter compensation shall be as follows:
 - a. For newly filed cases the attorney shall receive one (1) additional unit.

- b. For contested probation violation hearings, the attorney shall receive an additional one-half (0.5) unit regardless of the number of cause numbers resolved at the hearing.
6. Additional compensation for cases involving special circumstances may be negotiated with the BOCC or its designee.
7. Attorneys appointed to supervise or mentor an attorney in his or her first trial as may be required by Lewis County Indigent Defense Standard 14 shall be compensated in the same amount as the supervised attorney.
8. The amount of compensation for a unit shall be set annually by the BOCC or its designee.

IV. EXPENSES

1. Attorneys shall be reimbursed for routine expenses including long-distance telephone charges.
2. Expert services and other extraordinary expenses must be approved by the court in advance pursuant to CrR 3.1(f).

V. ATTORNEY RESPONSIBILITIES

1. The Public Defender shall provide services to indigent clients in a manner consistent with the Rules of Professional Conduct, the Washington State Indigent Defense Standards, the Washington State Court Rules, generally, and the Lewis County Code.
2. The Public Defender shall handle a proportional share of units during the contract period as monitored by the court. The attorney may temporarily decline or limit assignment of cases due to personal reasons or caseload limitations.
3. Each individual that contracts to perform 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.
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.
5. The Public Defender shall pay diligent and prompt attention to the duties of representation. For clients in custody, this includes seeing, phoning, or videoconferencing

with the client as soon as possible but not later than the next judicial day following the client's preliminary appearance.

6. The Public Defender shall sign and provide to the Lewis County Superior Court Administrator and the County Administration the Certification of Appointed Counsel of Compliance with Standards Required by CrR 3.1/CrRLJ 3.1/JuCR 9.2 each quarter.

VI: Monitoring and Evaluation of Attorneys

On a schedule to be established by the County, each Public Defender shall meet no less than once a year to review the attorney's compliance with these standards and their performance in providing effective assistance of counsel.

These evaluations shall be in writing on a form to be developed by the County and are personnel evaluations and therefore not subject to public disclosure. During the first year as a Public Defender, there may be quarterly reviews at the request of either the County or the Public Defender. The Public Defender shall provide the County with the reports required by this contract and any other materials requested sufficiently in advance of the evaluation meeting.

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. More frequent reviews may be required to ensure a successful resolution of the perceived problem. Failure to resolve such a problem may be grounds for termination.

The County shall be required to make notes, both negative and positive, for each trial over which they preside. The County shall also be required to consult with judges of other jurisdictions in which the Public Defender's routinely practice regarding their perceptions of performance.

VII. BILLING

1. The Public Defender shall promptly report the number of units completed at the end of each month on the Monthly Report Form provided by Lewis County 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.

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, or final order in a probation violation matter.

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 one year of the issuance of the warrant, the appointment is deemed to be continuing. An extra one-half (0.5) unit is earned if the defendant fails to appear for a special set probation violation, 3.5 or 3.6 hearing and a bench warrant is issued and a special set hearing is later held.

VIII. TERMINATION

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. The Public Defender shall complete appointments already accepted.

IX. DURATION OF CONDITIONS

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.

X. SPECIAL APPOINTMENTS

The Lewis County Board of County Commissioners, through its designee, reserves the right to contract for indigent representation in individual cases with attorneys not on the roster of contract attorneys.

XI. CONTRACT ADMINISTRATION

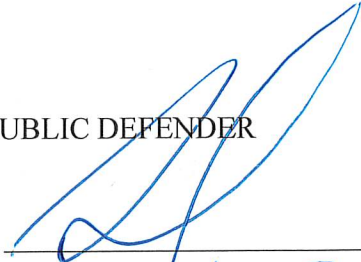
The County shall be responsible for the administration of this contract and the Indigent Defense Representation Plan.

DATED this 20 day of February, 2025.

LEWIS COUNTY


By: Lewis County Manager
Ryan Barrett

PUBLIC DEFENDER


WSBA # 24637

Printed name and office address:

David Barth
1016 MERCER
CENTRIA WA
98531

Type of Case	Number of Units	Unit Rate
Superior Court Unit fee for appointments for representing indigent defendants.	One (1) unit per case One-half (0.5) unit for PV case	1,000 per unit 500.00 ½ unit (PV)
Class A cases		100 per hour
Transferred to Mental Health Court	One (1) additional unit when entered	1,000
Transferred to Drug Court	One unit (1) when entered	1,000
Sex offense cases	Two (2) units	2,000
	One (1) unit for Failure to Register	1,000

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.

