

DEC 13 REC'D

**2026 CONTRACT FOR THE PROVISION OF
INDIGENT DEFENSE SERVICES
TO LEWIS COUNTY**

Attorney: Joseph P. Enbody **Court:** Superior Court

1. PARTIES

This agreement ("Agreement") is made and entered into effective on the date set forth in Section 10 of this document, 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 See attached “**Appendix A**” for information on case weighting.

4. COMPENSATION

4.1 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 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.

4.2 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.

4.3 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

4.4 See attached “**Appendix B**” for more information on compensation.

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 obtain a minimum of seven hours of criminal defense related continuing legal education (“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.

5.2.1 Should the County be granted funds for the dedicated purpose of providing training and/or CLE to persons providing legal representation to indigent persons, then the Public Defender shall be reimbursed for any CLE training, licensing, or other requirements set by the County or WSBA to remain licensed or compliant with this Agreement.

5.3 The Public Defender shall pay diligent and prompt attention to the duties of representation.

5.4 Per Supreme Court Order 25700-A-1644, "*Effective January 1, 2026, the caseload standard for each full-time appointed felony attorney for any 12 month period shall be 47 felony case credits; and for each full-time appointed misdemeanor attorney for any 12 month period shall be 120 misdemeanor case credits; and for each full-time appointed attorney for a respondent in civil commitment proceedings for any 12 month period shall be 250 commitment case credits. Implementation of these caseload standards must be accomplished as soon as reasonably possible. Implementation may, however, be accomplished in a phased approach with an annual reduction of at least 10% of the difference between the current standard and the new standard (as measured on January 1, 2026), until the new standard has been met. Full compliance must occur no later than ten years from January 1, 2026.*"

6. INSURANCE

6.1 The Public Defender shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of services provided by the Public Defender.

6.1.1 Minimum Scope of Insurance. The Public Defender shall obtain insurance of the types described below:

6.1.1.1 Professional Liability (Errors and Omissions) coverage with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate, with a maximum deductible of \$20,000.

6.1.1.2 Workers' Compensation Coverage per statutory requirements of Washington State Industrial Insurance of RCW Title 51.

6.1.2 In the event the Public Defender already has a professional liability insurance policy that may differ from what is specified here, the Public Defender shall be allowed to maintain that policy until the renewal of the policy but not later than April 1, 2026 at

which time the Public Defender will conform their professional liability policy to the coverage limits stated here

- 6.1.3 Verification of Coverage. The Public Defender shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the County.

The Public Defender or its broker shall allow the Public Defense Coordinator to examine copies of any and all insurance policies for review specified in the Contract to the Lewis County Public Defense Coordinator: 351 N.W. North Street, Room 210, Chehalis, WA, 98532. Copies of policies presented for examination to the Public Defense Coordinator will not be retained by the County.

7. MONITORING AND EVALUATION OF ATTORNEYS

- 7.1 The Public Defender shall meet with County officials annually to review the Public Defender's compliance with these standards and to review the Public Defender's performance in providing effective assistance of counsel to indigent persons.
- 7.2 These evaluations shall be in writing on a form to be developed by the County and are in the nature of performance evaluations. During the first year as a Public Defender for County, County may also require quarterly reviews.
- 7.3 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.
- 7.4 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.
- 7.5 Defendants represented by the Public Defender have the right to file a complaint with the Public Defense Coordinator. The Public Defender shall comply with the Lewis County Public Defense Complaint Process, including the review and investigation conducted by the Public Defense Coordinator and any required response or corrective action.

8. BILLING

- 8.1 The Public Defender shall promptly report the number of cases completed and completed case credits 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.

8.2 A case is completed when the Public Defender has completed all court proceedings, and no further legal services will be anticipated except for post disposition hearings to include but not limited to restitution hearings that can be billed separate and apart from the original case

8.3 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 reappears within 120 days of the issuance of the warrant, the appointment is deemed to be continuing, and the attorney may not bill again.

9. TERMINATION

9.1 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.

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

9.3 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.

9.4 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.

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

9.6 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 cases.

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

9.8 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.

9.9 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.

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

10. DURATION OF CONDITIONS

10.1 The terms of these conditions relating to appointment as attorney shall be in effect from Jan 1, 2026 through December 31, 2026, 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 17 day of December, 2025

LEWIS COUNTY

Public Defender

R Barrett
By: Ryan Barrett,
Lewis County Manager

J Greedy
WSBA# 1746

Printed Name & Office Address:

JOSEPH PROBERT
107 S. Tower Center
P.O. Box 855 (Main)

APPENDIX A: CASE WEIGHTING

Case weighting shall be determined by the PUBLIC DEFENDER and assigned a value ranging from 0.1 to 2 case credits. In determining the appropriate case weight, the PUBLIC DEFENDER shall consider their level of experience, the severity of the charge, the duration of the case, any special circumstances, and any other relevant factors that may affect the case.

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

- 139.7 felony case credits per attorney per year.
- 282 gross misdemeanors and/or misdemeanor case credits per attorney per year.
- 80 open juvenile dependency clients per attorney per year.
- 250 civil commitment case credits per attorney per year.
- 36 to appellate court hearing a case on the record and briefs per attorney per year.

Caseload standards subject to change pending Supreme Court final order.

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

APPENDIX B: SUPERIOR COURT COMPENSATION

- For the purpose of billing, one (1) billing unit shall be equivalent to \$1,100.

Superior Court compensation shall be as follows:

1. Representation of a defendant charged with a Class B or Class C felony shall be compensated at \$1,100 (one unit).
2. Representation of a defendant charged with a Class A felony shall be compensated at \$110 per hour.
3. Cases classified as a sex offense shall be compensated at \$2,200 (two units) except for a Failure to Register charge which will be compensated at \$1,100 (one unit).
4. For each day of trial, including when the defendant pleads guilty or fails to appear on any day of trial shall be compensated an additional \$1,100 (one unit).
5. Cases transferred into Mental Health Court or Drug Court shall be compensated an additional \$1,100 (one unit) upon entry into the program.
6. Representation of a defendant on an Extradition Matter shall be compensated \$550 (one-half unit).
7. Representation of a defendant charged with a Probation Violation shall be compensated \$550 (one-half unit) regardless of the number of cause numbers if the alleged violations are the same in each cause number.
8. In the event a motion needs to be heard including but not limited to motions for 3.5/3.6, suppression motions, motions to dismiss, motion to vacate, motion to withdraw of plea, motion to revoke conditions of release, or any other type of substantive motion, whether filed by the State or the defense shall be compensated an additional \$275 (one-quarter unit), and if a contested hearing on the motion is held or a brief is filed by the attorney related to the motion compensation shall be an additional \$550 (one-half unit).
9. Representation of a Material Witness shall be compensated \$1,100 (one unit).
10. Post conviction restitution hearings shall be compensated at \$275 (one-quarter unit). Contested Restitution hearings shall be compensated at \$550 (one-half unit).
11. Cases that require a Special Set Review hearing shall be compensated an additional \$275 (one-quarter unit).
12. **Interpreter Services**

- 12.1. Cases that require the use of an interpreter in court proceedings, including both virtual and in person services, shall be compensated an additional \$1,100 (one unit) so long as services can be verified by docket note entry, court clerk minutes or other court documents.
- 12.2. Cases that require the use of an interpreter in court proceedings on a Probation Violation, including both virtual and in person services, shall be compensated an additional \$550 (one-half unit) so long as services can be verified by docket note entry, court clerk minutes or other court documents.
13. Any additional compensation for cases involving special or extraordinary circumstances must have an explanation included in the comments section of the billing form.