

**AGREEMENT  
FOR  
PUBLIC DEFENSE SERVICES**

1. Date and Parties.

This agreement, for reference purposes only, is dated the 1st day of January, 2015, and is entered into between the City of Fircrest, Washington, a municipal corporation, herein referred to as the "City," and Pierce County, herein referred to as the "County."

2. General Recitals.

a. The City is required by Court Rule and state law to provide legal representation to indigent defendants charged in Fircrest Municipal court with violations of city ordinances punishable by loss of liberty. The City does not have the personnel to provide said services.

b. The County, through its Department of Assigned Counsel (herein referred to as Department), has the capability to provide the City with mandated indigent legal defense services.

c. The County agrees to provide the City legal services for indigent defendants upon the terms and conditions set forth herein.

3. Scope of Services.

a. All indigent defendants charged in the Fircrest Municipal Court with Ordinance violations punishable by loss of liberty and who qualify for appointed counsel shall be referred to the Department. The Department shall be provided with the name, address, and telephone number, if available, for each person referred to the Department. The Department shall provide legal representation for each of those defendants from arraignment through trial, sentencing, post trial review and any appeals. This shall include interviewing defendants in custody as needed, and providing 24 hour telephone access to an attorney for those seeking "critical stage" advice during the course of police investigation.

- b. The scope of services shall also include the representation of indigent defendants assigned to appointed counsel prior to the effective date of this agreement and for whom the previously assigned counsel has withdrawn as counsel of record.
- c. The scope of services shall also include standby representation to all in-custody defendants.

4. Conflict

All indigent defendants determined to have a conflict of interest by the Department of Assigned Counsel will be represented by conflict counsel. The County will be responsible for securing counsel for conflict defendants but will not bear the costs for furnishing conflict counsel. In addition to the sum of \$28,500 to be paid to the Department of Assigned Counsel, the sum of \$1,000 shall be provided to the County to be used for expert services, investigations, and for retaining conflict counsel.

In the event that the retention of above services requires any additional funds for conflict counsel, the City shall provide all additional funds for those services, so that all payments for those services remain separate from the contract compensation to the Department of Assigned Counsel.

5. Applicant Screening.

Determination of indigence for eligibility for appointed counsel under this agreement shall be determined by an independent screening process established by the City. Should the Department determine a defendant is not eligible for assigned counsel during the course of representation, the Department shall advise the Court.

6. Associated Counsel.

Any counsel associated with or employed by the Department shall have the authority to perform the services called for herein, and the Department may employ associate counsel to assist it, at its expense. The Department and all associate counsel or attorneys hired pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington. No legal intern shall perform the services called for herein without the prior approval of the Court.

7. Indemnification:

The County shall indemnify and hold the City, its elected officials, officers, employees, and agents harmless from any and all claims whatsoever arising out of the Department's performance of obligations pursuant to the agreement, including claims arising by reason of accident, injury or death caused to persons or property of any kind occurring by the fault or neglect of the Department, its agents, associates or employees, and occurring without the fault or neglect of the City.

8. Compensation.

- a. The City shall pay to the County for services rendered under this agreement the maximum annual amount of \$29,500; payments shall be due as follows: June 30, 2015--\$14,750 and December 31, 2015--\$14,750.
- b. This agreement may be reviewed quarterly to determine if the rate of compensation is adequate to cover the costs incurred in providing the necessary level of service. If at any such review it is determined that the rate of compensation is inadequate the parties shall attempt to negotiate a

reasonable compensation rate. The parties further agree that should another source of funding become available to meet the costs contemplated herein, the total cost of any applicable portion thereof may be revised downward accordingly or may be eliminated entirely pursuant to mutual agreement of the parties.

9. Discovery Period.

The City shall provide to the Department one copy of all discoverable material concerning such assigned case except in matters related to sentencing. Such material shall include, where relevant, a copy of the abstract of the defendant's driving record.

10. Costs.

a. If, in the opinion of the Department, an expert witness is needed in order to adequately prepare a defense for an indigent person, or to adequately represent that defendant at trial, the Department shall petition the Court for the appointment of said expert. The Court shall then determine the need for the expert, the rate of compensation to be paid, and the amount that shall be paid by the City. The rate of compensation paid to the Department does not include an amount for experts or investigation.

In the event that the retention of above services requires any additional funds for investigation or expert services, the City shall provide all additional funds for those services, so that all payments for those services remain separate from the contract compensation to the Department of Assigned Counsel.

b. If the Department appeals a case, the costs of the transcript shall be borne by the City.

11. Defense Standards Compliance.

This contract complies with all standards for indigent defense as listed under CrRLJ 3.1 and CrR 3.1.

12. No Assignments.

No assignment or transfer neither of this agreement, nor of any interest in this agreement shall be made by either of the parties, without prior written consent.

13. Term of Agreement.

a. This agreement shall commence on the 1st day of January 2015, and shall be in force and effect through December 31, 2015, said date being the termination date unless the agreement is terminated earlier pursuant to provisions hereof.

b. This agreement may be extended for additional terms upon the mutual agreement of the parties, and the termination date shall also be extended pursuant to said extension agreement.

14. Termination.

a. For Cause: Either party may terminate this agreement in the event the other fails to perform its obligations as described in this agreement, and if such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.

b. Without Cause: If the parties are unable to negotiate a new rate of compensation pursuant to paragraph 8(b) above, then either party may terminate this agreement without cause by giving the other party 60 days written notice prior to the date of proposed termination.

15. Amendments.

No modification or amendment of the provisions of this agreement shall be in effect unless in writing and signed by authorized representatives of the parties hereto.

16. Entire Agreement.

This instrument contains the entire agreement between the parties and may not be enlarged, modified, or altered except in writing signed by both parties.

CITY OF FIRCREST

PIERCE COUNTY

  
FIRCREST CITY MANAGER

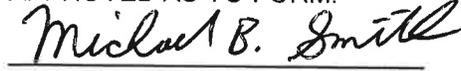
  
DIRECTOR OF ASSIGNED COUNSEL

ATTEST:

  
FIRCREST CITY CLERK

  
BUDGET AND FINANCE

APPROVED AS TO FORM:

  
FIRCREST CITY ATTORNEY

AATF  
  
DEPUTY PROSECUTING ATTORNEY