

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Philip Morley, County Administrator



DATE: January 27, 2014

RE: Agreement, Amendment No. 4 to the Public Defense Agreement, in the Amount of \$544,349 for basic indigent defense and up to \$38,585 plus reimbursed costs for defense in State v. Pierce in 2014, and from \$544,349 to \$599,110 plus CPI for basic indigent defense in 2015; Jefferson County Administrator; Jefferson Associated Counsel

STATEMENT OF ISSUE: Board of County Commissioner approval is requested for Amendment No. 4 to the Public Defense Agreement with Jefferson Associated Counsel. This will extend by two years the contract period so that basic indigent defense services by Jefferson Associated Counsel will continue through December 31, 2015. The contract amendment will also provide for continued indigent defense of Michael Pierce in State v. Pierce (case 09-1-00058-7) in 2014.

ANALYSIS: Publicly-provided defense representation for indigent persons whose liberty is in jeopardy is a constitutional right that falls to Jefferson County. The existing indigent defense contract with Jefferson Associated Counsel began March 1, 2011, and expires December 31, 2013. The proposed Amendment #4 would extend the contract through December 31, 2015, and sets reasonable compensation levels for indigent defense services in these years. Beginning in 2015, an adopted rule by the Washington State Supreme Court may set a new 300-case maximum case-load per defense attorney for misdemeanor cases in District Court. The present standard is 400 cases. Amendment 4 establishes case point systems under the existing standard and the alternative standard, and adjusts staffing and costs accordingly. In addition, 2015 costs would be based on 2014 costs, adjusted for the actual percent rise in CPI, not to exceed 4%.

A new trial in State v. Pierce 09-1-00058-7 has been set to start in Kitsap County Superior Court in February. Amendment No. 4 to the Public Defense Agreement between Jefferson County and Jefferson Associated Counsel extends defense representation for Mr. Pierce through May 31, 2014 or the end of trial, whichever is first. Because the trial venue is Kitsap County, provisions are made to reimburse for eligible mileage, lodging and meal costs pursuant to County policies in the adopted Jefferson County Personnel Administration Manual.

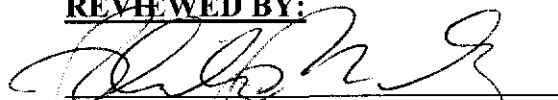
FISCAL IMPACT: Compensation for basic indigent services in 2014 shall not exceed \$544,349 including 3.75 FTE attorneys and 0.75 FTE investigative services. Adequate funds have been included in the adopted 2014 Jefferson County Budget. Compensation in 2014 for

defense in State v. Pierce shall not exceed \$38,585 plus reimbursed costs. The criminal charge in this case is considered a gravely serious offense, and the actual costs for this case will be addressed through a supplemental budget request after the second or third quarter of 2014.

In 2015, compensation for basic indigent services under a 400-case standard shall not exceed \$544,349, adjusted for the actual percent rise in CPI, not to exceed 4%, and includes 3.75 FTEs attorneys and 0.75 FTEs for investigative services. Under a 300-case standard, compensation for basic indigent services in 2015 shall not exceed \$599,110 adjusted for the actual percent rise in CPI, not to exceed 4%, and includes 4.25 FTEs attorneys and 1 FTE for investigative services. The cost will need to be included in the 2015 County Budget.

RECOMMENDATION: Approve Amendment No. 4 to the Public Defense Agreement as proposed.

REVIEWED BY:


Philip Morley, County Administrator

1/23/14
Date

AMENDMENT NO. 4 TO THE PUBLIC DEFENSE AGREEMENT

**By and Between
JEFFERSON ASSOCIATED COUNSEL And
JEFFERSON COUNTY**

Purpose: The purpose of this Amendment No. 4 is to extend for 2014 and 2015 the provision of mandated legal defense services to eligible persons charged with offenses or at risk of a loss of liberty or liberty interest in the courts of Jefferson County, and to adjust the contract price for increased workload required to represent the defendant, Michael Pierce, in State v. Pierce, 09-1-00058-7, which involves gravely serious offenses.

WHEREAS, on February 22, 2011, Jefferson County, a municipal corporation (herein known as "County") entered into an agreement ("original agreement") with Jefferson Associated Counsel, a non-profit corporation (herein known as "JAC") to provide criminal defense and related services for indigent defendants and other persons facing commitment or incarceration in Jefferson County; and

WHEREAS, the Scope of Services of the original agreement specifically excludes cases in which the State seeks a special sentencing procedure pursuant to RCW 9.94A.030(33); 9.94A.570, or RCW 10,95,040, or which involves a gravely serious offense, including, but not limited to, murder, sexually violent predator which might necessitate a disproportionately large expenditure of attorney time for costs, but Paragraph T of Exhibit A Scope of Services of the original agreement allows for the County to negotiate with JAC regarding the compensation for representing the defendant in such a case; and

WHEREAS, RCW 10.101.005 mandates effective legal representation of indigent persons consistent with the constitutional requirements of fairness, equal protection, and due process; and

WHEREAS, on January 4, 2013, Jefferson County Superior Court appointed JAC to represent Mr. Pierce as an indigent defendant in State v. Pierce, 09-1-00058-7, which includes two counts of Aggravated Murder and other serious violent felonies; and

WHEREAS, in order to provide effective representation for Mr. Pierce, additional funding is appropriate to provide JAC the resources to represent Mr. Pierce; and

WHEREAS JAC will, in consideration for the payment amounts outlined in Amendments #1, #2 and #3, continue to provide effective representation for Mr. Pierce; and

WHEREAS, on January 22, 2013, the County adopted Amendment No. 1 providing additional funding for providing representation for Mr. Pierce by JAC through June 30, 2013, said representation consistent with Standards 3.2, 3.4 and 3.6 of Washington State Supreme Court Order No. 25700-A-1004 and Order No. 25700-A-1008 regarding cases involving serious offenses; and

WHEREAS, on June 24, 2013, the County adopted Amendment No. 2, providing continued funding for on-going representation for Mr. Pierce by JAC through August 31, 2013; and

WHEREAS, on July 29, 2013, the Jefferson County Superior Court issued a Memorandum Opinion and Order Declaring Mistrial and Changing Venue, setting the venue for a new trial in Kitsap County; and

WHEREAS, on August 26, 2013, the County adopted Amendment No. 3, providing continued funding for on-going representation for Mr. Pierce by JAC through November 30, 2013; and

WHEREAS, the trial has been scheduled by Kitsap County Superior Court to start February 24, 2014; and

WHEREAS, the County and JAC have negotiated funding terms for providing continued representation for Mr. Pierce for the trial in Kitsap County Superior Court, consistent with Standards 3.2, 3.4 and 3.6 of Washington State Supreme Court Order No. 25700-A-1004 and Order No. 25700-A-1008 regarding cases involving serious offenses;

NOW, THEREFORE, the parties agree as follows:

1. Subsection 1.1 is amended to read as follows:
 - 1.1 The Contract will become effective on **March 1, 2011**, and terminate on **December 31, 2015**.
2. Subsection 1.3 is amended to read as follows:
 - 1.3 The public defense firm will continue to actively represent, faithfully and with due diligence, all cases assigned under this Agreement and complete those cases which remain pending following the termination of this Agreement; provided that, in the event there is no contract between the County and public defense firm, the public defense firm will not be obligated to continue representing cases beyond thirty (30) days after termination pursuant to subsections 1.1 or 1.2, whichever is later, and the County shall compensate the public defense firm at a reasonable fee established by the Court for said outstanding cases.
3. Subsection 3.1 is amended to read as follows:
 - 3.1 The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

COUNTY

Jefferson County
Philip Morley, County Administrator
1820 Jefferson Street
P.O. Box 1220
Port Townsend, WA 98368
(360) 385-9100
pmorley@co.jefferson.wa.us

PUBLIC DEFENDER

Jefferson Associated Counsel
Richard Davies, Director
624 Polk Street
Port Townsend, WA 98368
(360) 385-5613
jac@olympus.net

4. Subsection 4.2 is amended to read as follows:

- 4.2 Except as specifically allowed by this Contract, the total amount payable under the Contract by the County to the Contractor for basic indigent services in no event will exceed:
- Four Hundred Eight Thousand Four Hundred Fifty Three Dollars (\$408,453.00) in 2011,
 - Five Hundred Five Thousand Eight Hundred Fifty One Dollars (\$505,851.00) in 2012,
 - Five Hundred Twenty Six Thousand Seven Hundred Eighty Eight Dollars (\$526,788.00) in 2013,
 - Five Hundred Forty Four Thousand Three Hundred Forty Nine Dollars (\$544,349.00) in 2014, and
 - Five Hundred Forty Four Thousand Three Hundred Forty Nine Dollars (\$544,349.00) multiplied by the CPI ratio or 1.04, whichever is less, in 2015; provided that,
 - if the Washington State Supreme Court changes the standard for Misdemeanor pre-judgment defense and RALJ appeals to be 300 cases per full time attorney effective January 1, 2015, then the amount for basic indigent services in 2015 in no case will exceed Five Hundred Ninety Nine Thousand One Hundred Ten Dollars (\$599,110.00) multiplied by the CPI ratio or 1.04 whichever is less.

5. Subsection 8.2 is amended to read as follows:

- 8.2. The Contractor will continue to actively represent, faithfully and with due diligence, all cases assigned under this Agreement and complete those cases which remain pending following the termination of this Agreement; provided that, in the event there is no contract between the County and Contractor, the Contractor will not be obligated to continue representing cases beyond thirty (30) days after termination on December 31, 2015 or pursuant to subsection 8.1., whichever is later, and the County shall compensate the Contractor at a reasonable fee established by the Court for said outstanding cases.

SCOPE OF SERVICES.

A. General Description.

Contractor will provide legal representation in compliance with Chapter 10.101 RCW and the Rules of Professional Conduct to all indigent defendants charged under ordinances of the County and City of Port Townsend, and the laws of Washington State who qualify for appointed counsel as appointed by the Court. The Contractor will provide legal representation in Superior Court, Juvenile Court and District Court for certain indigent defenders including:

- Adult Superior Court/Felony, including Drug Court;
- Juvenile and Family Court Offender and Civil matters, including but not limited to Juvenile offenders, Juvenile civil matters including youth at risk, juvenile truancy, juvenile dependency, guardianship, and family support contempt, Topside, and Family Therapeutic Court;
- Adult District Court/Misdemeanor, including but not limited to persons faced with jailable misdemeanor and traffic offenses commitments or incarcerations, and RALJ appeals therefrom.
- Mental Health Court

The Contractor will provide legal representation for eligible defendants, from court appointment or screening through trial, sentencing, post-conviction review and violations, and any appeals to Superior Court. Such cases include domestic violence cases. The Contractor, or subcontractor of the Contractor, will provide criminal defense services at in-custody bail hearings, and will be available to talk and meet with indigent defendants in the Jefferson County Jail. Said representation may be in person, or may include telephonic or video proceedings.

This scope does not include:

- Civil matters for which a person is not legally entitled to counsel as a matter of law;
- State Office of Public Defense-funded adult representation in dependency cases;
- Cases in which the State seeks a special sentencing procedure pursuant to RCW 9.94A.030(33); 9.94A.570, or RCW 10.95.040, or involves a gravely serious offense, including, but not limited to, murder, sexually violent predator or an unusually large number of defendants, as from a massive drug arrest, either of which might necessitate a disproportionately large expenditure of attorney time for costs, not contemplated within this Contract, except as otherwise provided in Paragraph U. of Exhibit A and Paragraph A.5. of Exhibit B of this Agreement.
- Washington Appellate cases, except that as part of an existing case, the Contractor shall assist clients in filing Notice of Appeal and initiate the process by which an appropriate agency can arrange for appellate counsel.

B. Caseload and Points Per Case.

2011-2015. Pursuant to the Points per Case table below, the Contractor will provide indigent defense for cases based on a total annual targeted caseload point value of 1,292 in 2011, 1,550 in 2012 and 2013, and 1500 in 2014 and 2015 (on a 400 point per attorney scale), unless the Washington State Supreme Court changes the standard for Misdemeanor pre-judgment defense and RALJ appeals to be 300 cases per full time attorney effective January 1, 2015, in which case Contractor will provide indigent defense for cases with a total annual targeted caseload point value of 1,275 in 2015 (on a 300 point per attorney scale), as detailed below.

Type	2011-2013 Points per Case (400 scale)	2014-2015 Points per Case (400 scale)	2015 Alternate Points per Case (300 scale)
DISTRICT COURT			
Misdemeanors pre-judgment, & RALJ appeals	1.00	1.00	1.00
Misdemeanors post-judgment	0.25	0.33	0.33
JUVENILE COURT			
Juvenile Offenders pre-judgment	1.60	1.60	1.20
Juvenile Offenders post-judgment	0.40	0.53	0.40
Open Juvenile Dependency	5.00	5.00	3.75
Juvenile Status Offenses	2.00	2.00	1.50
SUPERIOR COURT			
Felonies pre-judgment	2.67	2.67	2.00
Felonies post-judgment	0.67	0.89	0.67
Civil Contempt		0.89	0.67
Drug/Mental Health Court & Topside	1.60	1.60	1.20
Civil Commitments	1.60	1.60	1.20

The total annual targeted caseload point value includes all cases assigned on or after March 1, 2011 and January 1 each year thereafter, as specified in this Contract and subsequent contract, multiplied by their case-type point values, and summed for the calendar year.

- For purposes of tracking caseload and cases above or below the caseload, the weighted scale shown above (Points per Case) shall be used to assign a point value to each case
- A "case" is defined as the filing of a document with the court naming a person as defendant or respondent, to which a public defense attorney is appointed in order to provide representation.
- Case count is defined by incident date. A single individual charged with several charges arising from one event shall be counted as one case for caseload tracking purposes although the charges are written on two or more citations, unless the charges are severed for trial. Any series of events that are charged under a single cause number shall be

considered as one case for caseload tracking purposes although the events may have occurred on different dates, unless the charges are severed for trial.

- A case is counted when the Court screens the defendant for eligibility and appoints the Contractor, or the Judge directly appoints the Contractor from the bench.
- In recognition of various circumstances which can cause the termination of the public defense firm's representation and/or the reappointment of a public defense firm to represent a particular defendant with respect to a particular citation or cause number, the following rules shall apply to determine how much credit on the "points per case" shall be given to the firm or persons providing the County with indigent defense. This chart applies to any termination of representation, including but not limited to the following circumstances:
 - Defendant hires his own attorney;
 - Public defense firm must withdraw due to an ethical conflict of interest;
 - Public defense firm is removed from a case; OR
 - Public defense firm is reappointed although previously ceased representation after earlier appointment for same Defendant (typically Defendant hired a private attorney in between).

VENUE	One-Fifth Credit for Points per Case	Half Credit for Points per Case	Full Credit for Points per Case
Superior Court	Up to and including initial appearance or arraignment	Up to and including completion of omnibus hearing or filing pretrial motion.	Upon successful dispositive motion, any suppression motions, final pre-trial hearing, entry of judgment, acquittal, or termination from drug court or mental health court.
District Court	Up to and including initial appearance & arraignment (generally synonymous)	Up to and including pre-trial hearing or filing pretrial motion	Upon readiness completed, successful dispositive motion, any suppression motions, pre-trial or trial completed
Juvenile	Up to and including initial appearance & arraignment (usually occur at same time)	Up to and including one or more pre-trial hearing OR filing pretrial motion	Upon fact-finding, successful dispositive motion, or any suppression motions completed.
Civil Commitment	Counsel prepares and/or meets with client, but representation ends before 72-hour hearing.	Representation ends after 72-hour hearing.	Representation through additional confinement hearing or less restrictive alternative.

In any event, if the public defense firm's attorneys have done no work on the case, no points shall be counted (for example, firm is appointed for a Civil Commitment, but the client is transferred to another jurisdiction and representation ends before the 72 hour hearing and before firm has done any work or met with the client, in which case no points shall be counted).

- The parties acknowledge an open question on how to interpret the Washington State Standards for Indigent Defense as to therapeutic courts, especially Standard 3.6.B.iii. As presently interpreted in this Agreement, representation of indigent defendants in therapeutic court is additive to JAC's representation of the defendant in the underlying case. Should the Office of Public Defense or Washington State Bar Association clarify the standard such that therapeutic court may be counted as part of the underlying case, the parties will promptly negotiate and execute an appropriate amendment to this agreement.
- C. Screening. Determination of indigency for eligibility for appointed counsel for this contract will be determined by the court. Should the Contractor determine a defendant is not eligible for assigned counsel, the Contractor will so inform the court and move to withdraw from the case.
 - D. Associated Counsel. Any counsel associated with or employed by the Contractor shall have the authority to perform the services called for herein, and the Contractor may employ associated counsel to assist at the Contractor's expense. The Contractor and all associated counsel hired pursuant to this section shall be admitted to practice law pursuant to the rules of the Supreme Court of the State of Washington. Sufficient counsel shall be provided to represent defendants during vacation, illnesses, and simultaneous settings in more than one courtroom.
 - E. The Contractor shall maintain a secure and private office accessible to clients where mail is received and process is served and confidentiality preserved in Port Townsend or the Tri-Area that will be open during regular business hours, said hours to be determined by Contractor. The office shall be staffed by an attorney and a secretary/paralegal, who is available for both office support and to assist the public in referrals to other agencies, and for general consultation and advice. The Contractor must maintain a phone with answering service or equipment so they are accessible to clients.
 - F. In addition, the office will provide an attorney to represent defendants in conformity with CrRLJ 3.1 and CrR 3.1. To assist in the smooth operation of the courts, the Contractor's office will provide counsel to represent defendants, even in the absence or unavailability of a particular defendant's assigned counsel for scheduled court appearances.
 - G. The Contractor shall have adequate staff available to respond to emergency and non-emergency calls 24 hours a day, 365 days a year. Such response is intended to satisfy requests from arrested individuals asserting their right to speak with counsel.
 - H. Twenty-Four Hour Telephone Access. The Contractor shall provide and timely update as necessary the Jefferson County Jail and JeffCom 911 Dispatch Center with the telephone number or numbers at which the Contractor can be reached for critical-stage advice to defendants during the course of police investigations and/or arrests twenty-four (24) hours each day.
 - I. The Contractor will be available to appear in Court with the defendant.

- J. The Contractor shall not be assigned or accept a particular appointment if it would create a true bona fide conflict of interest or would otherwise constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. The Contractor shall have the right, for good cause, to decline to advise or represent, and, with consent and agreement of the Court and pursuant to Court rule, to withdraw from representing any person in any case referred or assigned to the Contractor.
- K. The Contractor shall separately manage and account for all revenues and expenditures for investigation; and shall be responsible for all expenses and fees for investigators utilized in defense of cases assigned. County revenues for investigations shall only be used for that purpose. Any investigation revenues from the County not utilized in one year shall be carried over and be added to investigation funds available for use in the next. At the end of services under the County contract, any investigation revenues remaining shall be returned to the County. The Contractor may apply to the court, under exceptional circumstances, for expert witness funds to be used for investigative services, subject to the approval of the court.
- L. Expert Witness, Investigator Fees. The County shall reimburse the Contractor for reasonable expert witness and investigator fees if the court orders an expert witness upon motion of the Contractor. The Contractor shall not incur expenses and fees for expert witnesses without prior Court approval pursuant to applicable statutes and Court rules.
- M. Discovery Provided. The County shall provide to the Contractor at no cost to the Contractor or the defendant one (1) copy of all discoverable materials concerning each assigned case with the exception of audio and video tapes which shall be made available for inspection in accordance with rules for discovery. The copy may be electronic or printed, at the sole discretion of the Prosecutor.
- N. Standards for Public Defense Services. The Contractor shall comply with the standards for public defense services as adopted as guidelines by the County by Ordinance No. 04-0323-09 or subsequent County ordinance adopted pursuant to chapter 10.101 RCW, or as may be adopted and required by the Washington State Supreme Court. The Contractor shall submit an affidavit to the County Clerk, stating that the Contractor is in compliance with such standards.
- O. The Contractor and associated counsel will annually attend training approved by the Office of Public Defense, continuing legal education in areas relating to their public defense practice.
- P. Staffing Levels. Throughout the term of the contract, the Contractor must provide a sufficient number of attorneys to adequately staff appearances at Jefferson County Superior, Juvenile and District Courts.

Q. The County has been awarded a State Office of Public Defense (OPD) Public Defender Improvement Grant in past years, and anticipates similar grants each year for the duration of this Contract. Under this Contract, Contractor is a subrecipient and staffing levels in this Contract include eight (8) attorney hours per week and twenty (20) investigator hours per week, which constitute public defender improvements and which shall comply with Washington State Office of Public Defense County/City Use of State Public Defense Funding (as amended June 2008) attached as Exhibit C, or as subsequently amended thereafter by the OPD.

R. Reporting. The Contractor shall file monthly reports with the County as an electronic spreadsheet in Excel delineating each client the Contractor has been appointed to represent in the year to date, including but not limited to the cause number(s), type of case pursuant to this Contract, date of assignment, charge(s), each case's caseload points pursuant to this Contract, court, assigned defense attorney, disposition, bench or jury trial, and whether an appeal was filed. The monthly reports are due on or before the tenth (10th) day of each month.

The Contractor shall also file third and fourth quarter reports including a detailed year-to-date expenditure report in a format consistent with the financial pro forma submitted as part of the Contractor's proposal or as approved by the County; including, but not limited to all personnel costs, overhead costs, rents and leases, and other costs directly associated with the Contractor's office, a separate accounting of all revenues and expenditures for investigative services and the amount to be carried over to the next year or returned to the County at the conclusion of the contracted services, and a projected budget for the next year. The fourth quarter report shall also list for each public defense attorney the number and types of cases outside this scope and the number of hours billed or caseload points equivalents. The third and fourth quarter reports are due on or before the tenth (10th) day after the end of each quarter (October 10th, January 10th).

S. Expressly excluded from the scope of services of the contract between the Contractor and Jefferson County is any legal work the Contractor may undertake in the civil arena for persons it is representing on criminal matters. Such civil matters may include, but are not limited to, legal representation relating to landlord-tenant, liens not arising from the criminal matter, garnishment, worker's compensation, bankruptcy and all other aspects of civil law. This exclusion applies even in those circumstances where the criminal matter is allegedly related to or connected with the civil law assistance the public defense client may seek or require.

T. In the event of appointment involving cases in which the State seeks a special sentencing procedure pursuant to RCW 9.94A.030(33); 9.94A.570, or RCW 10,95,040, or involves a gravely serious offense, including, but not limited to, murder, sexually violent predator or an unusually large number of defendants, as from a massive drug arrest, either of which might necessitate a disproportionately large expenditure of attorney time for costs, not contemplated within this Contract, the County reserves the right to negotiate with Contractor compensation for the case and/or the Court may appoint special counsel at court expense and administration.

- U. Defense in State v. Pierce, 09-1-00058-7. Pursuant to Paragraph T above regarding cases which involve a gravely serious offense and pursuant to Court appointment, JAC shall provide defense for Mr. Pierce in State v. Pierce, 09-1-00058-7 through May 31, 2014, or through termination of defense by JAC, whichever is earlier. The date for "termination of defense" by JAC in State v. Pierce, 09-1-00058-7 is defined for the purposes of this Amendment to the original agreement as the earliest of the following: 1) sentencing of Mr. Pierce based upon entry of a guilty plea by him in the court record, 2) completion of a trial in Superior Court, including, but not limited to, resolution of the criminal charges by a jury or, if convicted, sentencing of Mr. Pierce, or 3) the date when JAC's representation of Mr. Pierce ends. This case shall not be counted against JAC's contracted caseload points under the original agreement.

At a minimum, defense provided by JAC shall include Mr. Richard Davies dedicated as first chair attorney at half time, a second chair attorney position at quarter time, the equivalent of half time position combined between support and in-house investigator services, and attendant office support/supplies. Should the hours necessary for defense in State v. Pierce change significantly, either party may seek additional amendment(s) to reflect the changed workload in an amount adjusted at a prorated rate. For representation continuing from August 1, 2013 forward, the parties recognize there may be periods of reduced activity and hours and agree to a prorated rate as described specifically in Sub-Paragraph A.5. of Exhibit B: Compensation.

Should the case continue in Superior Court past May 31, 2014, the parties will negotiate and execute an appropriate amendment to extend representation, including an appropriate level of compensation. Defense in State v. Pierce provided by JAC on or after January 4, 2013, is hereby ratified and considered to be work performed pursuant to this Agreement.

Any additional outside investigative services approved by the Court in State v. Pierce, 09-1-00058-7 shall be paid separately from the terms of this agreement.

EXHIBIT B**COMPENSATION**

- A. 1. The Contractor agrees to perform the basic indigent defense services listed herein and comply with all Contract terms and conditions for an annual payment in 2011, 2012, 2013, 2014 and 2015 as follows, provided that 2015 shall be compensated on a 400 scale, unless the Washington State Supreme Court changes the standard for Misdemeanor pre-judgment defense and RALJ appeals to be 300 cases per full time attorney effective January 1, 2015, in which case Contractor will provide indigent defense and shall be compensated as shown in the 2015 Alternate (on a 300 point per attorney scale):

Fee Schedule	2011	2012	2013	2014	2015	2015 Alternate
	March 1- December 31	January 1- December 31	January 1- December 31	January 1- December 31	January 1- December 31	January 1- December 31
Targeted Annual Caseload Points:	1,292 caseload points (400 scale)	1,550 caseload points (400 scale)	1,550 caseload points (400 scale)	1,500 caseload points (400 scale)	1,500 caseload points (400 scale)	1,275 caseload points (300 scale)
Annual Cost:	\$381,812	\$472,995	\$493,624	\$510,405	=\$510,405*CPI	=\$553,851*CPI
Attorney FTEs assigned	3.75 FTEs annualized	3.75 FTEs annualized	3.75 FTEs annualized	3.75 FTEs annualized	3.75 FTEs annualized	4.25 FTEs annualized
In addition to and above the costs in the table above, the County shall pay Contractor for investigative services for each year sufficient for each of the caseloads as follows:						
Investigations Fee Schedule	2011	2012	2013	2014	2015	2015 Alternate
	March 1- December 31	January 1- December 31	January 1- December 31	January 1- December 31	January 1- December 31	January 1- December 31
Investigative Services Cost:	\$26,641	\$32,856	\$33,164	\$33,944	=\$ 33,944*CPI	=\$ 45,259*CPI
Investigator FTEs assigned:	0.75 FTEs annualized	0.75 FTEs annualized	0.75 FTEs annualized	0.75 FTEs annualized	0.75 FTEs annualized	1.0 FTEs annualized
CONTRACT TOTAL	2011	2012	2013	2014	2015	2015 Alternate
	March 1- December 31	January 1- December 31	January 1- December 31	January 1- December 31	January 1- December 31	January 1- December 31
Total Cost:	\$408,453	\$505,851	\$526,788	\$544,349	=\$544,349*CPI	=\$599,110*CPI

For computing costs for 2015, the CPI shall be computed as the ratio of CPI-W (Seattle) August of 2014 ÷ 239.343 [CPI-W (Seattle) August 2013]; provided however, that if the CPI ratio is 1.04 or higher, 1.04 shall be used as the multiplier for 2015 costs.

2. The public defense firm shall separately manage and account for all revenues and expenditures for Investigation Services; and shall be responsible for all expenses and fees for investigators utilized in defense of cases assigned. County revenues for investigations may only be used for that purpose. Any investigation revenues from the County not utilized in one year shall be carried over and be added to investigation funds available for use in the next. At the end of services under this Contract, any investigation revenues remaining shall be returned to the County within 30 days. The public defense firm may apply to the court, under exceptional circumstances, for expert witness funds to be used for investigative services, subject to the approval of the court.
3. Compensation exclusive of Investigation Services shall be monthly calculated at 1/12th of a flat annual fee. No additional fees, costs, charges, telephone fees, paralegal fees, delivery fees, or any other reimbursable expenses will be allowed. Reimbursement for Investigation Services shall be monthly and shall be for actual, itemized, expenditures.

A monthly billing statement shall be submitted in the form specified by the County and payment shall be reviewed for approval by the appropriate County representative. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

4. The Contractor shall be responsible for complying with applicable standards at their sole cost, unless mutually agreed to by the Contractor and the County.
5. Compensation for Defense in State v. Pierce, 09-1-00058-7. For the period of January 1, 2013 through July 31, 2013, the County shall pay JAC \$ 7,717 per month for defense in State v. Pierce to provide the services and support listed in Paragraph U of Exhibit A of this Agreement. Said compensation shall start January 1, 2013 and continue through July 31, 2013. The total compensation for this seven-month period shall not exceed \$54,019.

For the months of August and December, 2013, , the County shall pay JAC \$ 4,630.20 per month for defense in State v. Pierce. For the months of September, October and November, 2013, the County shall pay JAC \$1,929.25 per month for defense in State v. Pierce. The total compensation for this five-month period shall not exceed \$15,047.75.

For the months of January through May, 2014, the County shall pay JAC \$7,717 per month plus eligible mileage, lodging and meal costs for defense in State v. Pierce to provide the services and support listed in Paragraph U of Exhibit A of this Agreement, except that for any period during a sentencing phase of the case, should there be one following a conviction or plea agreement, the County shall pay JAC \$4,630.20 per month, prorated by the number of days. Eligible mileage, lodging and meal costs shall be documented and paid at rates pursuant to Appendix D – Travel & Transportation Policy & Procedures of the adopted Jefferson County Personnel Administration Manual. As such,

- Mileage may be claimed for all travel in the conduct of this case from JAC offices to and within Kitsap County (54.9 miles one-way from JAC offices to Kitsap County Superior Court), consistent with Section 13.0 and Section 15.2 of the County's Travel & Transportation Policy & Procedures. Mileage shall be reimbursed at the standard county rate of \$0.56 per mile;
- Reasonable lodging costs shall be reimbursed at cost, not to exceed \$83.00 per night per room;
- Actual meal costs are eligible for reimbursement when eaten while on Travel Status, consistent with Section 8.0 of the County's Travel & Transportation Policy & Procedures. Reimbursement for actual costs shall not to exceed the following rates: \$11.00 for Breakfast, \$14.00 for Lunch and \$21 for Dinner. Reimbursement for alcoholic beverages is prohibited. Breakfast and/or Dinner typically are eligible for reimbursement only when part of an overnight stay, or when work hours extend more than three (3) hours beyond a normal work day;
- Requests for reimbursement for mileage, lodging and meal expenses shall be documented and submitted using the appropriate Travel Expense Claim Forms pursuant to Section 10.0 and 11.0 of the County's Travel & Transportation Policy & Procedures.

Said compensation shall start January 1, 2014, and continue through May 31, 2014, or termination of defense for State v. Pierce, whichever comes first. The total compensation for this four-month period shall not exceed \$38,585 plus reimbursed mileage, lodging and meal costs.

Should the hours necessary for defense in State v. Pierce change significantly, either party may seek additional amendment(s) to reflect the changed workload in an amount adjusted at a prorated rate.

Invoicing for defense in State v. Pierce shall be pursuant to Paragraph C, below.

- B. Adjustments for Contracted Caseload. The Contractor shall give the County Administrator 30 days notice of potential for exceeding the 103% of the targeted annual contracted caseload point value. The total annual contracted caseload point value includes all cases assigned as specified in this Contract and subsequent contracts, multiplied by their case-type point values, and summed for the calendar year. It shall be the determination of the County Administrator as to whether the total contracted caseload point value is exceeded. Cases exceeding 103% of the targeted annual contracted caseload point value will be compensated based on their point value and the firm's average cost and average investigation cost per targeted point in that year. For additional cases, the County Administrator may also either: 1) assign alternate counsel (via the judges); or 2) execute a service agreement with an additional qualified attorney or firm.

If the actual total annual caseload point value for any one year is less than 90% of the targeted annual contracted point value for that year, the contracted caseload and compensation for the succeeding year shall be decreased proportionately as measured from 90% of the targeted annual contracted point value for that year.

Should the City of Port Townsend withdraw from having Jefferson County provide for indigent defense for municipal cases in District Court, the District Court caseload points and compensation under this Contract shall be revised proportionately for the remainder of that year and in following years.

In the event of appointment involving cases in which the State seeks a special sentencing procedure pursuant to RCW 9.94A.030(33); 9.94A.570, or RCW 10,95,040, or involves a gravely serious offense, including, but not limited to, murder, sexually violent predator or an unusually large number of defendants, as from a massive drug arrest, either of which might necessitate a disproportionately large expenditure of attorney time for costs, not contemplated within this RFP, the County reserves the right to negotiate with the Contractor compensation for the case and/or the Court may appoint special counsel at court expense and administration.

C. Invoicing.

Invoices shall be monthly and may be submitted the month immediately proceeding each month of work to be performed. Invoices shall be submitted to the County Administrator's Office located at 1820 Jefferson Street, P.O. Box 1220, Port Townsend, WA 98368. The County shall pay all valid invoices using its normal bill paying process.