

**CONTRACT FOR INDIGENT CRIMINAL DEFENSE  
CONFLICT CASES  
IN THE  
LEWIS COUNTY SUPERIOR COURT – 2025**

**I. GENERAL**

This agreement is with the individual Public Defender and not the office with which the Public Defender is associated. The Public Defender may not sub-contract and may only use another Public Defender to stand in on a limited basis.

By accepting this agreement, 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. COMPENSATION**

1. Compensation for Superior Court conflict cases shall be on an hourly rate to be set annually by the Lewis County Board of County Commissioners (“BOCC”), or its designee. The Lewis County Public Defense Coordinator will assign these cases to the roster of Public Defender’s if possible.

Compensation for conflict cases shall be paid at an hourly rate of \_\_\_\_\_ (\$) per hour or one unit (\$1000.00), whichever is greater.

2. Additional compensation for cases involving special circumstances may be negotiated with the BOCC or its designee.

**IV. EXPENSES**

1. The Public Defender 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. PUBLIC DEFENDER 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 Public Defender 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 Public Defender'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 the Lewis County Superior Court Administrator and 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.

## VI: Monitoring and Evaluation of Public Defender

On a schedule to be established by the County, each Public Defender shall meet no less than once a year to review the Public Defender'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 in the nature of 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 court 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 assure the 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 billable hours completed and additional expenses, if incurred, at the end of each month 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 Public Defender 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 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. Termination of this agreement must be in writing. Except by the consent of the court and the County, the Public Defender shall complete appointments already accepted. No specific notice period is required.

2. Only the Public Defender has the right to terminate the agreement without cause.

3. Termination for cause by the court shall be in accordance with the Washington State Indigent Defense Standards.

X. CONTRACT ADMINISTRATION

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LEWIS COUNTY

PUBLIC DEFENDER

\_\_\_\_\_  
By: Lewis County Manager  
Ryan Barrett

\_\_\_\_\_  
WSBA # \_\_\_\_\_  
Printed name and office address:

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