

**PROFESSIONAL SERVICES AGREEMENT  
 FOR  
 PUBLIC DEFENSE ATTORNEY SERVICES**

This Professional Services Agreement (“Agreement”) is made between the City of Federal Way, a Washington municipal corporation (“City”), and, **Insert Contractor’s Co. Name**, a **Insert type of organization and State where organized, i.e. “Washington corporation” or “a sole proprietor”** (“Contractor”). The City and Contractor (together “Parties”) are located and do business at the below addresses, which shall be valid for any notice required under this Agreement:

<p><b>INSERT CONTRACTOR’S CO. NAME:</b></p> <p><b>Insert Contact Name</b>  <b>Insert Contractor’s Address</b>  <b>Address - Continued</b></p> <p><b>Insert Telephone Number</b> (telephone)  <b>Insert Fax Number</b> (facsimile)  <b>Insert email address</b></p>	<p><b>CITY OF FEDERAL WAY:</b></p> <p>Mayor’s Office          33325 8th Ave S          Federal Way, WA 98063-9718          (253) 253-835-2402 (telephone)          (253) 253-835-2409 (facsimile)          xxxxxxxx@cityoffederalway.com</p>
--	--

The Parties agree as follows:

**1. TERM.** The term of this Agreement shall be for a period of two and half years commencing on July 1, 2019 and terminating on December 31, 2021 (“Term”). Upon successful performance, this Agreement may be extended for an additional two (2) year term to December 31, 2023, and may be extended for additional periods of time upon the mutual written agreement of the Parties. It is the intent of the Parties to create and ensure, if possible, continuity for future public defense services for the City.

**2. SERVICES.** The Contractor shall perform the services more specifically described in Exhibit A (“Services”), attached hereto and incorporated by this reference, in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining a City of Federal Way business registration. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to observation and inspection by and with approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City’s knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

**3. TERMINATION.**

3.1 Prior to the expiration of the Term, this Agreement may be terminated with just cause by the City or the Contractor. Just cause shall be defined to mean the failure of either party to perform its obligations as described in this Agreement, including any violation of the Rules of Professional Conduct (as determined by the Washington State Bar Association) by any employee or agent of the Contractor, when such failure has not been corrected to the reasonable satisfaction of the City or Contractor, respectively, in a timely manner after notice of breach has been provided to the

other party. Just cause shall include, and the City may terminate this Agreement immediately, if, as required by this contract, the Contractor, employee, or designee fails to adequately represent defendants, willfully disregards the defendant's interests, or fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12.

3.2 In the event of termination or upon completion of the Agreement, the Contractor shall continue to represent those clients who have already been assigned to the Contractor, including especially those cases currently set for trial; provided, however, that, after termination or completion of the Agreement, in the event of a conflict or significant dispute, pursuant to Court rules and the Rules of Professional Conduct, the Contractor may withdraw from a particular case by notice of intent and motion to withdraw and by order of the Court; provided further, however, that the Contractor shall have no further obligation for any representation of indigent defendants beyond three (3) months from the date of termination, except for cases set for trial where the Court does not allow withdrawal or as otherwise ordered by the Court. In matters that are post sentencing, however, Contractor shall have no further obligation beyond six (6) weeks after termination or completion of the Agreement.

#### **4. COMPENSATION.**

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit B, attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term of this Agreement, unless modified in writing pursuant to the terms of this Agreement. Except as otherwise provided in Exhibit B, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance of Services and payment under this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including the name of the each case assigned during that reporting period. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days following receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

#### **5. INDEMNIFICATION.**

5.1 Contractor Indemnification. The Contractor agrees to release, indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, Contractors, and volunteers harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, Contractor's fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives; arising from, resulting from, or in connection with this Agreement or the performance of this Agreement, except for that portion of the claims caused by the City's sole negligence. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. Contractor shall ensure that

each sub-contractor shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, Contractors, and volunteers to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph. The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

5.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties further acknowledge that they have mutually negotiated this waiver.

5.3 City Indemnification. The City agrees to release, indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, agents, representatives, and sub-contractors harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, losses, fines, fees, penalties expenses, Contractor's fees, costs, and/or litigation expenses to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City.

5.4 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**6. INSURANCE.** The Contractor agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the Contractor, their agents, representatives, employees or subcontractors for the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination as follows:

6.1 Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating that is satisfactory to the City:

a. Commercial general liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury, bodily injury, death, property damage, products liability, advertising injury, and liability assumed under an insured contract with limits no less than \$2,000,000 for each occurrence and \$2,000,000 general aggregate.

b. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

c. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limits in the minimum amounts required to drive under Washington State law per accident for bodily injury, including personal injury or death, and property damage.

d. Professional liability insurance with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate for damages sustained by reason of or in the course of operation under this Agreement, whether occurring by reason of acts, errors or omissions of the Contractor.

6.2 No Limit of Liability. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

6.3 Additional Insured, Verification. The City shall be named as additional insured on all commercial general liability insurance policies. Concurrent with the execution of this Agreement, Contractor shall provide certificates

of insurance for all commercial general liability policies attached hereto as Exhibit “C” and incorporated by this reference. At City's request, Contractor shall furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. If Contractor's insurance policies are "claims made," Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City.

6.4 **Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

7. **CONFIDENTIALITY.** All information regarding the City obtained by Contractor in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Contractor will be grounds for immediate termination. If the City notifies the Contractor of a public disclosure request, and the Contractor believes records are exempt from disclosure, it is the Contractor's responsibility to make determination and pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. The Contractor must obtain the injunction and serve it on the City before the close of business on the tenth business day after the City sent notification to the Contractor. It is the Contractor's discretionary decision whether to file the lawsuit. If the Contractor does not timely obtain and serve an injunction, the Contractor is deemed to have authorized releasing the record. If the City has notified the Contractor of a public disclosure request, and the Contractor has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record unless it makes an independent determination that the record is exempt from disclosure. Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Contractor obligations under this Agreement. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

8. **WORK PRODUCT.** The Contractor agrees to grant the City full access to materials necessary to verify compliance with all terms of this Agreement for City indigent services only. At any time, upon reasonable notice during business hours and as often as the City may reasonably deem necessary for the duration of the Agreement and a period of six (6) years thereafter, the Contractor shall provide to the City right of access to its facilities, including those of any subcontractor, to audit information relating to the matters covered by this Agreement. Information that may be subject to any privilege or rules of confidentiality should be maintained by the Contractor in a way that allows access by the City without breaching such confidentiality or privilege. The Contractor agrees to maintain this information in an accessible location and condition for a period not less than six (6) years following the termination of this Agreement, unless the City agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this paragraph, none of the Constitutional, statutory, and common law rights and privileges of any client are waived by this agreement. The City will respect the attorney-client privilege and attorney work product privilege.

9. **BOOKS AND RECORDS.** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

10. **INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor

shall pay all income and other taxes due except as provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. Even though Contractor is an independent contractor, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion

**11. CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

**12. EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI or VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

**13. MATERIALS TO BE PROVIDED.** The City shall provide to the Contractor at no cost to the Contractor or the defendant one (1) electronic copy of all discoverable materials concerning each assigned case, including where relevant, a copy of the abstract of the defendant's driving record, 911 call recording, and audio recordings. Video recordings shall be made available for inspection in accordance with rules for discovery. Contractor is responsible for timely receipt of all documents from the Court. The City shall provide three (3) licenses to access Justware, a software accessing electronic discovery materials and court forms, while conducting business at Federal Way Municipal Court. A web-based portal will be available to access Justware when not physically present in Federal Way Municipal Court. All non-electronic documents will be delivered to a designated location at the Federal Way Municipal Court.

At the request of the Contractor, the City will provide one (1) copy of the City of Federal Way Revised Criminal Code and any amendments thereto adopted during the term of this Agreement. The Code is available electronically at: [www.codepublishing.com/WA/FederalWay](http://www.codepublishing.com/WA/FederalWay).

The Contractor agrees that it has secured or will secure at the Contractor's own expense, all persons, employees, and equipment required, including but not limited to computers, to perform the services contemplated and or required pursuant to this Agreement.

**14. STANDARDS FOR PUBLIC DEFENSE SERVICES.** The Contractor shall comply with the standards for public defense Services as may be adopted by the City pursuant to chapter 10.101 RCW and the Washington State Supreme Court Public Defense Standards. The Contractor shall submit an affidavit to the Washington State Office of Public Defense, stating that the Contractor is in compliance with such standards. If the City adopts new public defense standards, the following protocol shall apply:

This affidavit shall be submitted thirty (30) days after the Contractor has received a copy of such standards once adopted by the City. Prior to the adoption of any standards for public defense services by the City, the Contractor shall be given an opportunity at least 30 thirty (30) days prior to adoption to provide comments and objections.

Both City and Contractor agree to follow the currently adopted Federal Way Public Defense Standards. Contractor shall file quarterly reports as required by the Washington State Public Defense Standards.

## **15. GENERAL PROVISIONS.**

15.1 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.

15.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

15.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and City laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective; as well as the Rules of Professional Conduct adopted by the Washington State Bar Association. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation and/or performance of this Agreement, this Agreement may be rendered null and void, at the City's option.

15.4 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and

interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the Parties agree in writing to an alternative process. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and Contractor's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section 5 of this Agreement.

15.5 Execution. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the “date of mutual execution” hereof.

[Signature page follows]

**EXHIBIT “A”****SERVICES**

Contractor shall provide the following Services in compliance with Chapter 10.101 RCW and the Rules of Professional Conduct ("Services"):

1. Scope of Services. All indigent criminal defendants who are: (a) determined to be eligible under Section 2 of this Exhibit; and (b) charged with violations of State law or City ordinances committed within the City of Federal Way shall be appointed to the Contractor, except as provided in Section 12 (Conflict) of this Exhibit. The Contractor will provide legal representation on the criminal matters referred for each of these defendants from appointment through trial, sentencing, and post-conviction review. The Contractor will provide representation at in-custody hearings to criminal defendants and in-custody witnesses as appointed. The Contractor will make attorneys available to talk and meet with appointed clients in the King County Jail, the Fife City Jail, the Kent City jail, the Issaquah jail, SCORE jail, or other facility used by the City within thirty (30) miles of the City of Federal Way. The Contractor will make attorneys available to talk via telephone with appointed clients housed in the Yakima County Jail.

2. Screening. Determinations of indigence for eligibility for appointed counsel under this Agreement shall be determined by an independent screening process established by the City or by the Municipal Court Judge. Such appointments shall be in accordance with State law. The City shall be responsible for the costs of and handling the screening process. Should the Contractor determine at any time that a defendant is not eligible for assigned counsel; the Contractor shall so inform the Court and move to withdraw from the case.

3. Case. “Case” means the filing of a document, which may include multiple citations from the same incident, with the court naming a person as a defendant or respondent, to which an attorney is appointed in order to provide representation (City of Federal Way Public Defense Standard Definition). Each case that the Contractor is appointed and files a notice of appearance constitutes one “case”, regardless of any subsequent withdrawal and reappointment, for purposes of compensation to be paid to the Contractor pursuant to Exhibit B of this Agreement; except that cases appeared on and then withdrawn from because of a conflict or because a defendant is found not to be indigent are not considered cases.

If a defendant appears at arraignment and prosecutor asks the court and the court accepts to amend a driving while license suspended 3<sup>rd</sup> degree to a no valid operator’s license 2<sup>nd</sup> degree such action shall not be treated and reported as a case pursuant to the City’s Case Weighting System, which is attached as Exhibit D.

For work done on cases which are subsequently identified as conflicts with the exception of cases in which (after work has been performed) the client obtains a new attorney at his own expense or through a request to the Court; or for other extraordinary circumstances approved by the City including, but not limited to, information or evidence which defense counsel could not have reasonably known or discovered at the time of the initial conflicts check; shall not be treated and reported as a case.

Contractor agrees to timely file the Notice of Appearance or Notice of Substitution to signify representation on a case.

The Contractor, or subcontractor of Contractor, shall also provide criminal defense Services at in-custody and out of custody arraignment, bail hearings and shall be available to talk and meet with indigent defendants in the King County Jail, the Fife City Jail, the Kent City jail, the Issaquah jail, SCORE jail, or other facility used by the City within thirty (30) miles of the City of Federal Way, but that such services shall not be counted as a case or a portion thereof under case weighting, unless the public defender is directly appointed at that hearing as a result of case resolution pursuant to the definition of a case above. Such resolution at arraignment shall count for case weighting purposes in accordance with the Washington State Supreme Court Indigent Standards as a one.



4. Client Contact. The Contractor will provide the Court with a letter to be given to eligible clients so that he or she is aware who the attorney is and what to expect as well as contact information for availability during office hours. This letter will provide information to explain the process and provide frequently asked questions (FAQ's). This letter will also provide information about the complaint process and the complaint form. The Contractor will also return client phone calls or other attempts to contact the Contractor within forty-eight (48) hours, excluding weekends and holidays. Each assigned case should be reviewed and an opportunity to discuss the case must be provided for each defendant prior to the first post-arraignment appearance in court. The Contractor shall provide to the Federal Way Police Department the telephone number or numbers at which a 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.
5. Kite/Letters from Defendants In-Custody. The Public Defender shall review all kites and/or letters from defendants who are in-custody and have not been appointed or assigned counsel, and take appropriate action to address those kites and/or letters as appropriate
6. Reporting. The Contractor shall file monthly reports with the City to include each client who has been appointed to the Public Defender, the charges, cause numbers and disposition, bench or jury trial and whether an appeal was filed. In addition, the report will include all appeal costs, incidental costs, and expert or investigator fees. The report is due on or before the last day of the month following the end of the quarter.
7. Bar Complaints. The Contractor will immediately notify the City in writing when he/she becomes aware that a complaint has been lodged with the Washington State Bar Association of any attorney who is a member of the Contractor's staff or working for the Contractor.
8. Associated Counsel. Contractor shall notify the City of any counsel employed or contracted with by the Contractor. All such counsel shall agree to abide by the standards and terms of this Agreement. Any counsel employed by the Contractor shall have the authority to perform the Services. The Contractor may employ outside associated counsel to assist at Contractor's expense, which agreement shall include the requirement to follow the standards and terms contained in this Agreement. The Contractor and all associated counsel hired pursuant to this Section shall be admitted to practice in the State of Washington pursuant to the rules of the Supreme Court of the State of Washington. The Parties understand the Contractor may subcontract for defense arraignment Services for defendants while in custody in the King County Jail, the Fife City Jail, the Kent City jail, the Issaquah jail, SCORE jail, or other facility used by the City within thirty (30) miles of the City of Federal Way.
9. Staffing. The Contractor will provide a sufficient number of attorneys to adequately staff the City's calendars for two to three daily courtrooms at Federal Way Municipal Court. Staffing assignments should be sufficient to complete the cases on each calendar within the scheduled time. The Contractor will provide a sufficient number of attorneys for possible appearances at Federal Way Municipal Court, King County Superior Court, the Regional Justice Center, SCORE Video Court, and/or the Washington Appellate Courts and for vacations, illnesses, or other absence of Contractor's attorneys. One attorney shall be designated the Lead Attorney and shall be responsible for contract performance including communication with City administration; for managing coverage of court calendars; and for training, supervision, monitoring, competence, and evaluation of the conduct and of the Contractor's attorneys. The Lead Attorney shall have at least three (3) years of criminal defense experience in the State of Washington, and shall have an active presence in Federal Way Municipal Court on behalf of the defendants.
10. Training. Ongoing professional training is a necessity in order for an attorney to keep abreast of changes and developments in the law and assure continued rendering of competent assistance of counsel. Public defenders should attend training in areas relating to the type of cases adjudicated in the Court at least once per calendar year, including a minimum of seven hours of continuing legal education annually in areas relating to their criminal defense practice to keep

all of its attorneys who perform work under this Contract abreast of developments in relevant law, procedure, and court rules.

11. Removal. Any violation of the Rules of Professional Conduct, as determined by the Washington State Bar Association, by any Contractor employee or designee will be cause for immediate removal of that employee or designee from appearance in Federal Way courts and/or contract termination.

12. Conflicts. Conflicts of interest may arise in numerous situations in the representation of indigent defendants. The Contractor will screen all cases for conflict upon assignment and throughout the discovery process, and will promptly notify the Court when a conflict is discovered and request to be withdrawn from a case where any member of its firm has a conflict of interest as defined in the Rules of Professional Conduct. A defendant from whom the Contractor withdraws from representation based on a conflict shall be referred to the court for reassignment to a conflict attorney at no cost to the Contractor. No payment will be made to the Contractor for work they performed on cases subsequently identified as conflicts. If a conflict is created and a conflict attorney is appointed by the Court due to the conduct of the Contractor or designee, then the Contractor may be billed to reimburse the City the cost expended to provide conflict attorney.

13. Federal Way Office and Contact Information. The Contractor shall maintain a full-time office located in the City of Federal Way, Washington. This office will be utilized by the Contractor for appointments and meetings with clients. Contractor is required to have individual electronic mail accounts for each individual attorney assigned to this contract, including any associated counsel or subcontractor.

14. Contractor's Performance Evaluation. The performance of the Contractor will be monitored and evaluated for competency and efficiency and compliance with public defender standards. The evaluation of the performance of the Contractor will include monitoring of time and caseload information, an evaluation of attorney case activity, and in court observations. The Mayor will seek input from judges, court staff, and clients.

A purpose of the evaluation is to attest to the following goals:

- Fair opportunity for defendant to respond to charges, including timely and appropriate representation;
  - Percentage of clients contacted pursuant to Section 4 above – Client Contact.
  - Percentage of public defender cases where there have been no final findings of ineffective assistance
  - Number of complaints concerning services provided by the contractor
  - Number of Continuing Legal Education hours completed in areas relating to the type of cases adjudicated in the Court
- Efficient and effective management of court calendars, including reducing subsequent court appearances;
  - The number of subsequent court appearances due to conflict of interest
  - Average Monthly cases, Average Monthly cases closed

**EXHIBIT “B”****COMPENSATION**

1. Compensation. In consideration of the Contractor providing the Services authorized in Section 2 of the Agreement and described in Exhibit A of the Agreement during the term of the Agreement and thereafter as provided in Section 3.2 of the Agreement, the Contractor will be compensated for cases with a retainer adjusted with a per case fee, with additional compensation for appeals, and expert and investigator fees as set forth below.

1.1 Case Compensation. Beginning July 1, 2019, the City shall pay a monthly retainer fee of \_\_\_\_\_ after receipt and approval by the appropriate City representative of the invoice. Contractor agrees not to seek payment from the City for any case that subsequently requires a conflict attorney to be appointed. Contractor agrees not to seek payment from the City for any case where the Contractor determines at any time that a defendant is not eligible for assigned counsel.

For cases that have been assigned to the Contractor for post-conviction review where that Contractor has not previously been assigned to the case, the City shall pay the Contractor \_\_\_\_\_ no/100 Dollars (\$\_\_\_\_\_) per case.

Additional charges beyond the monthly retainer fee shall be submitted by invoice for review and approval by the appropriate City representative and shall be payable within 60 days after receipt by the City.

1.2 Appeal Compensation. The City shall pay the Contractor \_\_\_\_\_ no/100 (\$\_\_\_\_\_) per case appealed for all appellate services. In addition, the City will pay Contractor for the cost of transcription. Payment for the appeal shall be made after the brief is filed with the court. Reimbursement will be paid when the invoice is submitted.

1.3 Reimbursable Expenses. Compensation is based on a monthly retainer. Upon prior approval by the City, investigation services will be billed at a rate of Thirty and no/100 (\$30.00) per hour. Other reasonable costs consistent with State v. A.N.J., 168 Wn.2<sup>nd</sup> 91 (2010) will be paid by the City, including costs for expert services, costs and charges associated with records requests or incurred by necessity to defend an indigent client at critical stages of their case. No additional fees, costs, or any other reimbursable expenses will be allowed except as specifically provided for in this agreement. Extraordinary expenses may be submitted in writing to the City for consideration.

1.4 Expert Services and Investigator Fees. The City shall reimburse the Contractor for reasonable expert witness or investigator fees necessary to provide effective legal representation at a reasonable market rate where the court orders such expert or investigator to be employed upon motion of the Contractor.

1.5 Web / Software Technology. The City shall provide Contractor with three (3) licenses to utilize Justware while at Federal Way Municipal Court. A web-based portal will be available to access Justware while not in Federal Way Municipal Court.

2. Method of Payment. The Contractor shall submit a monthly report pursuant to in Section 6 of Exhibit A of this Agreement and shall submit to the City an invoice with all appeal costs, expert or investigator fees. The report and the services will be submitted to the City by the third day (3<sup>rd</sup>) day of the following month for services of the prior month. Payment shall be made thirty (30) days after receipt of such report and invoice. If the Contractor fails to submit by the third day (3<sup>rd</sup>) of the month the City may pay Contractor within 60 days of receipt. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

3. Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

**EXHIBIT “C”**

**INSURANCE**

(Attach Insurance Certificate as Exhibit “C”)

**EXHIBIT “D”****CASE WEIGHTING  
CITY OF FEDERAL WAY  
PUBLIC DEFENSE STANDARDS  
October 1, 2012**

*Policy:* Provide high quality public defense services by engaging experienced public defenders.

Definition of a Case: A case is defined as the filing of a document, which may include multiple citations from the same incident, with the court naming a person as a defendant or respondent, to which an attorney is appointed in order to provide representation.<sup>1</sup>

Definition of Appointment: Appointment of a public defender is defined as assignment to represent a defendant as a result of indigent screening.

The caseload for attorneys with less than five years misdemeanor and/or gross misdemeanor experience will be 300 weighted cases per year.<sup>2</sup>

$$(300 \text{ cases/year} \div 48 \text{ weeks (240 working days)}) = 6.25 \text{ cases/week} \div 5 \text{ days} = 1.25 \text{ cases/day}$$

The caseload for attorneys with at least five years misdemeanor and/or gross misdemeanor criminal experience increase caseload will be increased to a total of 450 weighted cases per year.<sup>3</sup>

$$(450 \text{ cases/yr} \div 48 \text{ weeks (240 working days)}) = 9.375 \text{ cases/week} \div 5 \text{ days} = 1.875 \text{ cases/day}$$

The caseload for attorneys with at least five years misdemeanor and/or gross misdemeanor coupled with five years felony criminal experience will be increased to a total of 540 cases per year.<sup>4</sup>

$$(540 \text{ cases/yr} \div 48 \text{ weeks (240 working days)}) = 11.25 \text{ cases per week} \div 5 \text{ days} = 2.25 \text{ cases/day}$$

*Policy:* Provide Public Defenders at the arraignment or first appearances even though the defendant has not been screened to determine qualifications for indigent defense.

The Municipal Court of Federal Way has a daily in custody calendar, which includes arraignments/first appearances; and an out of custody arraignment calendar one day per week, which includes arraignments.<sup>5</sup> Through contract negotiations the Primary Public Defense Firm serves as attorney of the day at all arraignments to provide information and counsel to all defendants even though they may not be appointed to defend them.

As a result, the City recognizes the additional time, but will not count each matter as a case because it does not meet the definition of a case per the Supreme Court Order (i.e. the attorney has not been assigned to the case), and it could be an unconstitutional gift of public funds for those defendants who are not indigent. However, the

---

<sup>1</sup> Standard 3.3 Definition of a case.

<sup>2</sup> Standard 3.4 Three hundred misdemeanor cases per year if adopt weighting system.

<sup>3</sup> Standard 3.3 Experience is a factor

<sup>4</sup> Standard 3.3 Experience is a factor

<sup>5</sup> CRLJ 3.1 Right to an attorney in all criminal proceedings

City's calculation of cases under the weighting system identified below will address the additional time at arraignment by counting it as five percent (5%) quarterly cases assigned for the entire firm to be divided.<sup>6</sup>

*Policy:* The City will follow the guidelines of the Supreme Court Order and weight misdemeanor cases.

Stipulated Orders of Continuance (SOC), Deferred Prosecution (DP), Deferred Sentence (DS), or other alternative disposition weighted 1/3.<sup>7</sup>

Also, pursuant to the Supreme Court Order the City will count guilty pleas at arraignment as 1 case, because the Public Defender has been assigned the case.<sup>8</sup>

*Policy:* The City will weigh Federal Way crimes as listed in the attached Exhibit A.<sup>9</sup> The weighting was provided by the public defenders, reviewed by the Municipal Court Judges, and presented to Office of Public Defense representatives before implementation. In the event there are multiple charges for the same incident, the case will be weighted using the highest weighted charge as the total measure for that case.

The case count for any case that proceeds to trial will convert to one and no longer count as a fraction.

*Policy:* The City will continue to utilize alternatives and considers the review/probation hearings as part of an ongoing case.<sup>10</sup>

A review/probation hearing will only be counted as a case if the defendant was previously represented by a different public defense firm.<sup>11</sup> A review/probation hearing without a new criminal charge under this definition will count as 1/3 of a case.<sup>12</sup>

A review/probation hearing with a new criminal charge will remain as weighted at the time of the original assignment and the new charges will be weighted pursuant to Exhibit A, but only if the new charge is brought in Federal Way Municipal Court.<sup>13</sup>

---

<sup>6</sup> Standard 3.3 Caseloads should factor in the type of cases and time involved

<sup>7</sup> Standard 3.6 (B)(v) Stipulated Order of Continuance, Deferred Prosecution and Deferred Sentence can be weighted 1/3

<sup>8</sup> Standard 3.5 Guilty pleas at arraignment count as one case

<sup>9</sup> Standard 3.6 Cases may be weighted upwards or downwards depending upon complexity

<sup>10</sup> Standard 3.6 Cases may be weighted downwards

<sup>11</sup> Standard 3.6 Cases may be weighted downwards

<sup>12</sup> Standard 3.3 Matters not involving a new criminal charge may be weighted

<sup>13</sup> Standard 3.5 A new charge is to be treated as a case; the weight depends upon the complexity

**EXHIBIT A**

<b>CHARGE</b>	<b>FWRC</b>	<b>WEIGHT</b>
ABANDONING OR DISCARDING REFRIGERATION EQUIPMENT	6.75.010	2/3
ABANDONMENT OF A DEPENDENT PERSON IN THE THIRD DEGREE	6.20.010	1
ABANDONMENT OF A DEPENDENT PERSON IN THE THIRD DEGREE, Domestic Violence	6.20.010	1
ACTS PROHIBITED BY PAWNBROKERS AND SECONDHAND DEALERS	12.15.330	1/2
ACTS PROHIBITED-TOBACCO	6.20.040	1/3
AGGRESSIVE BEGGING	6.35.030	1
AIMING OR DISCHARGE OF A FIREARM	6.25.010	1
AIRGUN – UNLAWFUL USE	6.25.020	1
ALLOWING A MINOR TO FREQUENT TRAVEN	6.10.010	1/3
ALLOWING UNAUTHORIZED PERSON TO DRIVE	8.05.010	1/3
ALTERED SERIAL NUMBERS ON VEHICLE / WEAPON	6.25.010	1/2
ANIMAL CONTROL VIOLATIONS (City Complaint)	9.18.100	1
ANIMAL CRUELTY, Abuse	9.18.010	1
ANIMAL CRUELTY, Transporting or Confining	6.75.030	1
ASSAULT IN THE FOURTH DEGREE	6.35.010	1
ASSAULT IN THE FOURTH DEGREE, Domestic Violence	6.35.010	1
ATTEMPTED THEFT	6.05.060	1/3
BARRATRY RCW 9.12.010	6.40.010	1/3
BAIL JUMPING	6.50.030	2/3
BOXING, MARTIAL ARTS, WRESTLING	6.55.025	2/3
BUYING, DEMANDING OR PROMISING REWARD TO PUBLIC OFFICIAL RCW 9.12.020	6.40.010	2/3
CAMPING IN THE PARK	4.05.160	1/3
CANCELLED LICENSE PLATE OR REGISTRATION	8.05.010	1/3
CARRYING A CONCEALED PISTOL WITHOUT A LICENSE	6.25.010	2/3
CARRYING OR DISPLAY OF WEAPONS	6.25.010	



RCW 9.41.270		1/3
COERCION	6.35.010	1
COERCION, Domestic Violence	6.35.010	1
COMMERCIAL LICENSE REQUIRED	8.05.010	1/3
COMMUNICATION WITH MINOR FOR IMMORAL PURPOSES	6.45.080	1
CONCESSIONS WITHOUT CONTRACT	4.05.180	1/2
CONSPIRACY	6.05.060	2/3
CONTEMPT OF COURT	6.05.050	2/3
CONTRIBUTING TO THE DELINQUENCY OF A MINOR	6.20.020	1/2
CRIMINAL IMPERSONATION IN THE FIRST DEGREE RCW 9A.60.040	6.40.010	1
CRIMINAL IMPERSONATION IN THE SECOND DEGREE 9A.60.045	6.40.010	1
CUSTODIAL INTERFERENCE IN THE SECOND DEGREE	6.35.050	1
CYBERSTALKING	6.35.010	1
DISORDERLY CONDUCT	6.55.010	1/3
DISORDERLY CONDUCT IN A CITY PARK	6.55.055	1/3
DISRUPTION OF SCHOOL ACTIVITIES	6.30.040	2/3
DRIVING UNDER THE INFLUENCE OF INTOXICATING LIQUOR	8.05.010	1
DRIVING WHILE LICENSE SUSPENDED OR REVOKED 1	8.05.010	1/2
DRIVING WHILE LICENSE SUSPENDED OR REVOKED 2	8.05.010	1/2
DRIVING WHILE LICENSE SUSPENDED OR REVOKED 3	8.05.010	1/3
DRIVING WITH ANOTHER STATE'S LICENSE WHILE SUSPENDED IN WASHINGTON RCW 46.20.345	8.05.010	1/3
DRUG LOITERING	6.10.090	1/3
ELECTRONIC BENEFIT CARDS RCW 74.08.580	6.40.010	1/3
ENCUMBERED, LEASED OR RENTED PERSONAL PROPERTY RCW 9.45.060	6.40.010	1/3
ESCAPE IN THE THIRD DEGREE	6.50.040	2/3
EXPOSING CHILDREN TO DOMESTIC VIOLENCE	6.35.070(3)	1
FAILING TO OBTAIN INITIAL REGISTRATION	8.05.010	1/3
FAILURE TO DISPERSE	6.55.020	1/3

FAILURE TO GIVE INFORMATION, RCW 46.61.020	8.05.010	1/3
FAILURE TO OBEY POLICE OFFICERS, FLAGMAN OR FIRE FIGHTERS 46.61.021 or .22	8.05.010	1/2
FAILURE TO OBTAIN A TEMPORARY BUSINESS LICENSE	12.25.010 and 7.05.070	2/3
FAILURE TO OBTAIN LICENSE FOR MASSAGE PRACTITIONERS	6.40.050	2/3
FAILURE TO OBTAIN REGISTRATION	8.05.010	1/3
FAILURE TO TRANSFER TITLE OVER 45 DAYS	8.05.010	1/3
FALSE CERTIFICATION RCW 9A.60.050	6.40.010	1/3
FALSE EVIDENCE OF FINANCIAL RESPONSIBILITY / INSURANCE CARD	8.05.010	1/3
FALSE REPORTING	6.50.030	1/3
FALSE STATEMENT TO A PUBLIC SERVANT RCW 9A.76.175	6.50.030	1/3
FORGERY, NONFELONY	6.40.030	1
FRAUD IN ASSIGNMENT FOR BENEFIT OF CREDITORS RCW 9.45.100	6.40.010	1/2
FRAUD OPERATING COIN BOX IN TELEPHONE OR OTHER RECEPTACLE RCW 9.26A.120	6.40.010	1/3
FRAUDULENT POSSESSION, ALTERATION, OR DISPLAY OF A LICENSE 46.20.092(1)	8.05.010	1/3
FRAUDULENT REMOVAL OF PROPERTY RCW 9.45.080	6.40.010	1/3
FURNISHING LIQUOR TO A MINOR	6.10.020	2/3
GRAFFITI	6.30.020	1
GRAFFITI TOOLS	6.30.050	2/3
HARASSMENT	6.35.040	1
HARASSMENT, Domestic Violence RCW 9A.46.020	6.35.040	1
HARBORING A MINOR / RUNAWAY	6.20.010	1
HIT AND RUN, ATTENDED VEHICLE RCW 46.52.020	8.05.010	1
HIT AND RUN, PROPERTY DAMAGE RCW 46.52.010	8.05.010	2/3
HIT AND RUN, UNATTENDED VEHICLE	8.05.010	2/3
HUFFING	6.10.070	1
IDENTITY THEFT – NON-FELONY	6.40.025	1
IMPERSONATION	6.40.010	1

IMPERSONATION – POLICE OFFICER	6.40.010	1
INDECENT EXPOSURE TO A PERSON OVER 14	6.45.020	1
INDECENT EXPOSURE TO A PERSON UNDER 14	6.45.020	1
INTERFERING WITH THE REPORTING OF DOMESTIC VIOLENCE, Domestic Violence	6.35.070	1
ID THEFT	6.40.025	1
INTIMIDATING SCHOOL EMPLOYEE	6.75.010	1
ISSUANCE OF CHECKS OR DRAFTS	6.30.010	1
KNOWINGLY RECEIVING FRAUDULENT CONVEYANCE RCW 9.45.090	6.40.010	1/3
LEAVING AN UNLOCKED PISTOL IN A VEHICLE	6.25.010	2/3
LEAVING CHILDREN UNATTENDED IN PARKED VEHICLE	6.20.030	1
LITTERING IN A PARK	4.05.330	1/3
LITTERING OVER ONE CUBIC FOOT	6.75.020	1/3
LITTERING OVER ONE CUBIC YARD	7.75.020	1/3
MAKING A FALSE STATEMENT TO A PUBLIC SERVANT RCW 9A.76.175	6.50.030	1/3
MAKING OR HAVING BURGLAR TOOLS	6.30.030	2/3
MALICIOUS MISCHIEF IN THE THIRD DEGREE	6.30.020	2/3
MALICIOUS MISCHIEF IN THE THIRD DEGREE, Domestic Violence	6.30.020	1
MENACING	6.35.020	1
MANUFACTURE OR SALE OF SLUGS TO BE USED AS COINS RCW 9.26A.130	6.40.010	2/3
MINOR ATTEMPTING TO PURCHASE ALCOHOL	6.10.020	2/3
MINOR INTOXICATED IN PUBLIC	6.10.020	1/2
MINOR FREQUENTING TRAVEN	6.10.010	1/2
MINOR IN POSSESSION OF LIQUOR RCW 66.44.270	6.10.020	2/3
MINOR MISREPRESENTING AGE	6.10.010	2/3
MINOR OPERATING VEHICLE AFTER ALCOHOL CONSUMPTION ALCOHOL	6.05.010	1
MISTREATMENT IN THE FOURTH DEGREE	6.20.010	1

MISTREATMENT IN THE FOURTH DEGREE, Domestic Violence	6.20.010	1
MISUSING OF DEALER PLATES	8.05.010	1/3
MOCK AUCTIONS RCW 9.45.070	6.40.010	1/3
NEGLIGENT DRIVING IN THE FIRST DEGREE	8.05.010	1
NO VALID OPERATOR'S LICENSE WITHOUT IDENTIFICATION	8.05.010	1/3
OBSTRUCTING A PUBLIC OFFICER	6.50.010	2/3
OPERATING A VEHICLE WITHOUT IGNITION INTERLOCK	8.05.010	1/2
PARK AFTER HOURS (City Complaint)	4.05.060	1/3
PATRONIZING A PROSTITUTE	6.45.070	1/3
PARK FIRE	4.05.210	
PERMITTING UNUSED EQUIPMENT TO REMAIN ON PREMISES	19.05.340	1
PHYSICAL CONTROL OF A MOTOR VEHICLE WHILE UNDER THE INFLUENCE OF INTOXICATION (under 21 years)	6.15.010	1
PHYSICAL CONTROL	6.15.010	1
PISTOL ALTERING	6.25.010	2/3
PISTOL WITHOUT PERMIT	6.25.010	2/3
PISTOL IN VEHICLE	6.25.010	2/3
POSSESSION OF A LEGEND DRUG WITHOUT PRESCRIPTION	6.10.030	2/3
POSSESSION OF ANOTHER'S IDENTIFICATION RCW 9A.56.130	6.40.010	1/3
POSSESSION OF DANGEROUS WEAPON	6.25.010	1
POSSESSION OF DANGEROUS WEAPON ON SCHOOL PROPERTY	6.25.010	1
POSSESSION OF DRUG PARAPHERNALIA	6.10.040	1/3
POSSESSION OF EPHREDINE, PSEUDOPHREDINE, PHENYLPROPANOLAMINE	6.10.030	1/3
POSSESSION OF FIREARM AT LIQUOR SALE PREMISES (City Complaint)	6.25.030	1/3
POSSESSION OF MARIJUANA	6.10.030	1/3
POSSESSION OF PISTOL BY PERSON AGE 18 TO 21	6.25.010	1/3
POSSESSION OF STOLEN ID	6.40.010	1/3
POSSESSION OF STOLEN PROPERTY IN THE THIRD DEGREE	6.30.010	2/3

POSSESSION, USE AND DISCHARGE OF FIREWORKS	12.55.070	1/2
PROSTITUTION	6.45.040	1/3
PUBLIC DISTURBANCE NOISES	7.10.020	1/3
RACING	8.05.010	1
RECKLESS BURNING IN THE SECOND DEGREE	6.60.010	1
RECKLESS DRIVING RCW 46.61.500	8.05.010	1
RECKLESS ENDANGERMENT	6.35.010	1/3
RECKLESS ENDANGERMENT OF ROADWAY WORKER	8.05.010	1/3
RECKLESS ENDANGERMENT, Domestic Violence	6.35.010	1
REFUSAL TO GIVE INFORMATION TO OR COOPERATE WITH POLICE RCW 46.61.020	8.05.010	1/2
RENDERING CRIMINAL ASSISTANCE IN THE THIRD DEGREE	6.50.030	1/3
RENDERING CRIMINAL ASSISTANCE IN THE SECOND DEGREE	6.50.030	1/2
RESISTING ARREST	6.50.030	2/3
RIDING IN A PARK	1.10.010 4.05.040 4.05.340	1/3
RIOT	6.55.020	1
STALKING	6.35.040	1
STRANGULATION, Domestic Violence	6.35.070(2)	1
SUSPENSION OF REGISTRATION RCW 46.29.605 (Suspended Plate)	8.05.010	1/3
TAKING , CONCEALING, OR INJURING A PET ANIMAL	6.75.030	1
TAMPERING WITH EVIDENCE	6.50.030	1
TAMPERING WITH FIRE	6.60.020	1
TAX ON CIGARETTES	6.75.110	2/3
TELEPHONE HARASSMENT	6.35.010	1
TELEPHONE HARASSMENT, Domestic Violence	6.35.010	1
THEFT IN THE THIRD DEGREE	6.30.010	1/3
THEFT IN THE THIRD DEGREE, Domestic Violence	6.30.010	1
THEFT OF MOTOR VEHICLE FUEL	8.05.010	1/2
THEFT OF RENTAL PROPERTY	6.30.010	1/3
THEFT OF SHOPPING CART	6.30.010	1/3
THROWING OBJECTS AT CARS	6.75.050 1.10.010	1/2

TRANSFER TO MINOR OF IDENTIFICATION CARD	6.10.010	1/3
TRESPASS (.70) 1=INSIDE BUILDING ; (.80) 2=ON PREMISES / PROPERTY	6.30.030	1/3
TRESPASS, Domestic Violence	6.30.030	1
UNAUTHORIZED CAMPING IN A PARK	4.05.160 4.05.040 1.10.010	1/3
UNLAWFUL BUS CONDUCT	6.75.010	1/3
UNLAWFUL ISSUANCE OF CHECKS	6.30.010	2/3
UNLAWFUL PRACTICES – OBTAINING ASSISTANCE – DISPOSAL OF REALTY RCW 74.08.331	6.40.010	1
UNLAWFUL USE OF DEALER PLATES	8.05.010	1/3
UNLAWFUL USE OF AIR GUN	6.25.020	
URINATING IN PUBLIC	6.45.090	1/3
VEHICLE PROWLING IN THE SECOND DEGREE	6.30.030	1/3
VEHICLE PROWLING TOOLS (City Complaint)	6.30.060	1/3
VIOLATION OF ANIMAL CONTROL REGULATIONS	6.30.060	1
VIOLATING A STAY OUT OF AREAS OF PROSTITUTION ORDER	6.42.110	1/2
VIOLATION OF A CIVIL ANTIHARASSMENT ORDER & KCSC VIOLATION OF ORDER FOR PROTECTION - AH	6.35.060	1
VIOLATION OF A CIVIL ANTIHARASSMENT ORDER, Domestic Violence	6.35.060	1
VIOLATION OF A NO CONTACT ORDER, Domestic Violence	6.35.040	1
VIOLATION OF A NOTICE AND ORDER TO CORRECT	1.15.040	1*
VIOLATION OF A PROTECTION ORDER, Domestic Violence	6.35.060	1
VIOLATION OF A RESTRAINING ORDER	6.35.070	1
VIOLATION OF A RESTRAINING ORDER, Domestic violence	6.35.070	1
VIOLATION OF A VOLUNTARY CORRECTION AGREEMENT	1.15.050	1*
VIOLATION OF AN ORDER TO CEASE	1.15.030	

ACTIVITY		1*
VIOLATION OF LICENSE FOR BATHHOUSE ATTENDANTS	12.40.070	1*
VIOLATION OF OCCUPATIONAL DRIVER’S LICENSE	8.05.010	1/3
VIOLATION OF STANDARDS OF CONDUCT	12.10.220	1
VIOLATION OF THE HOUSING CODE	1.10.010 13.05.070 13.35.010	1*
VIOLATION OF VEHICLE TRIP PERMIT	8.05.010	1/3
VIOLATION OF ZONING CODE	19.05.340	1*
WEAPONS IN COURT	6.25.040	2/3
WEAPONS IN PROHIBITED AREA	6.25.040	2/3
WEAPONS IN SCHOOL	6.25.010	1
PUBLIC DISTURBANCE NOISES	7.10.020	1/3
Any and all misdemeanors not listed above		1/3
Any and all gross misdemeanors not listed above		1/2

The case count for any case that proceeds to trial will convert to one and no longer count as a fraction.

\*Zoning violations. Defendant will not likely qualify for a public defender.