

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 22-119

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE  
TO AMEND THE 2022 CONTRACT BETWEEN SNOHOMISH COUNTY AND  
THE PUBLIC DEFENDER ASSOCIATION FOR THE PERIOD FROM  
JANUARY 1, 2022 TO DECEMBER 31, 2022

WHEREAS, Snohomish County entered into a Contract for Snohomish County Public Defender Association ("Contract"), on December 16, 2021, with the Snohomish County Public Defender Association, ("SCPDA") to provide legal representation in those cases where the right to counsel attaches; and

WHEREAS, the Contract aspires to create salary and benefits for SCPDA employees that are comparable with the salary and benefits of employees of the Snohomish County Prosecutor's Office, as endorsed by the Standards for Indigent Defense Services adopted by the Washington State Bar Association; and


WHEREAS, on January 10, 2022, Council approved a cost-of-living (COLA) and one-time lump payment for qualifying Snohomish County employees through Motion 22-026; and

WHEREAS, Schedule C(A)(24) of the Contract provides for an amendment in the event County employees receive a compensation increase.

NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the County Executive to sign the attached contract amendment with the Snohomish County Public Defender Association according to the terms therein from January 1, 2022 through December 31, 2022.

DATED this 30<sup>th</sup> day of March, 2022.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington



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Council Chair

ATTEST:



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Asst. Clerk of the Council

**AMENDMENT NO. 2 – CONTRACT FOR SNOHOMISH COUNTY PUBLIC DEFENDER PROGRAM**

THIS AMENDMENT NO. 2 to that certain CONTRACT FOR SNOHOMISH COUNTY PUBLIC DEFENDER PROGRAM, dated December 16th, 2021, (the “Agreement”) is entered into as of this 30th day of March, 2022, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the “County”), and Snohomish County Public Defender Association, a Washington non-profit corporation (Association).

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Association agree that the Agreement shall be amended as follows:

1. Pursuant to Schedule C, A(24), Schedule C is hereby deleted and amended as follows:

**Schedule C**

**COMPENSATION**

**A. BASIC COMPENSATION**

1. Administrative Expenses: Administrative Expenses include (a) salaries and benefits for the Director, Office Manager, and Operations Manager, (b) salaries and benefits of the Assistant Director, and (c) salaries and benefits for 14.75 administrative staff. The County shall pay the Association \$2,058,192.94 for its Administrative Expenses.
2. Supervising Lawyer: The supervising lawyer includes the salaries and benefits for the Association’s two full-time (2.0) lawyers supervising misdemeanor attorneys (1 FTE), felony attorneys (1 FTE). The County shall pay the Association \$364,990.83 for its Administrative Expenses.
3. ITA Supervising Lawyer: The ITA supervising lawyer includes the salary and benefits for the Association’s three-quarter-time (.75 FTE) Civil Commitment Supervisor (.75 FTE). The County shall pay the Association \$122,537.63 for its ITA supervising lawyer.
4. IT Specialist: The IT Specialist includes the salary and benefits for the Association’s one full time (1) IT staff specialist. The County shall pay the Association \$92,985.93 for its Administrative Expenses
5. Administrative Expenses for Fund 124: Salaries and benefits for 2.5 clerical position

to support attorneys funded from Fund 124 in the amount of \$239,174.01.

6. Initial Felony and Misdemeanor Lawyer Expenses: Initial Felony and Misdemeanor Lawyer Expenses include the salaries and benefits for the lawyers doing felony and misdemeanor caseloads as the 2021 Contract period begins. The Association will employ 20 lawyers to handle the number of felony case credit assignments and 10 lawyers to handle the number of misdemeanor case credit assignments. (Section F. 1, F. 2, and F. 4 of **Schedule A**). The County shall pay the Association \$4,414,807.17 for its Initial Felony and Misdemeanor Lawyer Expenses.
7. Fund 124 Felony Lawyer Expenses: Fund 124 Lawyer Expenses include the salary and benefits for one (1 FTE) full-time lawyer representing persons charged with felonies and in which the case involves mental health and/or controlled substance use. The County shall pay the Association \$138,766.56 for its Fund 124 Lawyer Expenses.
8. Calendar Lawyer Expenses: Calendar Lawyer Expenses include the salaries and benefits for one (3.0) full-time equivalent lawyers representing persons (a) at proceedings on the morning and afternoon in-custody District Court Video Calendars (b) Everett District Felony Calendar, and (c) Superior Court Calendars (Sections F. 21, F. 3, and F. 20. of **Schedule A**). The County shall pay the Association \$389,809.60 for its Calendar Lawyer Expenses.
9. Civil Commitment Lawyer Expenses: Civil Commitment Lawyer Expenses include the salaries and benefits for six and a half (6.5) full-time equivalent lawyer representing persons in civil commitment proceedings (Sections F. 13 Schedule A). The County shall pay the Association \$753,251.64 for its Civil Commitment Lawyer Expenses.
10. Adult Drug Court Lawyer Expenses: The Adult Drug Court Lawyer Expenses include the salary and benefits for one half (0.5) full-time equivalent lawyer representing persons in Drug Court proceedings (Section F.6 of **Schedule A**). The County shall pay the Association \$61,728.19 for its Drug Court Lawyer Expenses.
11. Drug Offender Sentencing Alternative (DOSA) Lawyer Expenses: The DOSA Lawyer expenses include the salary and benefits for one half (0.5) full-time equivalent lawyer representing persons in DOSA proceedings (Schedule F.7 of **Schedule A**). The County shall pay the Association \$61,728.19 for its DOSA Lawyer Expenses.
12. Mental Health Court Lawyer Expenses: Mental Health Court Lawyer Expenses include the salary and benefits for one half time (0.5) full-time equivalent lawyer representing persons in Mental Health Court proceedings (Section F. 16 of **Schedule A**). The County shall pay the Association of \$61,051.69 for its Mental Health Court Lawyer Expenses.

13. Juvenile Offender Lawyer Expenses: Juvenile Offender Lawyer Expenses include

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SNOHOMISH COUNTY PUBLIC DEFENDER PROGRAM

the salaries and benefits for the lawyers doing juvenile offender cases. The Association will employ two (2) full-time equivalent lawyers to handle its juvenile offender cases. (Section F. 9 of **Schedule A**). The County shall pay the Association \$272,461.89 for the Juvenile Court lawyer Expenses.

14. Juvenile Show Cause Lawyer Expenses: The Juvenile Drug Court Lawyer Expenses include the salary and benefits for one half (0.5) full-time equivalent lawyer representing juveniles in Juvenile Drug Court proceedings (Section F.10 of **Schedule A**). The County shall pay the Association \$61,051.69 for its Juvenile Drug Court Lawyer Expenses.
15. At Risk Youth (ARY), Child in Need of Services (CHINS) and Truancy Lawyer Expenses: At Risk Youth (ARY), Child in Need of Services (CHINS) and Truancy Lawyer Expenses include the salary and benefits for one (1.0) full-time equivalent lawyer representing juveniles at ARY, CHINS and Truancy proceedings (Sections F. 12 of **Schedule A**). The County shall pay the Association \$126,613.39 for its ARY, CHINS and Truancy Lawyer Expenses.
16. Civil Contempt Lawyer Expenses: The Civil Contempt Lawyer Expenses include the salary and benefits for a one (1) full-time equivalent lawyer representing persons in civil contempt cases (Section F. 14 and F. 15 of **Schedule A**). The County shall pay the Association \$107,240.40 for its Civil Contempt Lawyer Expenses.
17. RALJ/Writ Lawyer Expenses: RALJ Lawyers include the salaries and benefits for two (2.0) full-time equivalent lawyers representing petitioners in RALJ cases in Snohomish County Superior Court. (Section F. 5 of **Schedule A**). The County shall pay the Association \$290,669.35 for its RALJ Lawyer Expenses.
18. Investigator Expenses: Investigator Expenses include the salaries and benefits for the Association's seven and a half (7.0) investigators. (Section F. 17 of **Schedule A**). The County shall pay the Association \$837,400.12 for its investigator expenses.
19. Social Worker Expenses: The Social Worker Expenses include the salaries and benefits for the Association's two social workers. The County shall pay the Association \$253,386.01 for its Social Worker Expense.
20. Overhead Expenses: The County shall pay the Association for the overhead associated with the employment of each funded position. The County shall pay the Association \$1,659,257 for its overhead expenses.
21. Fund 124 Overhead: The County shall pay the Association for the overhead associated with the employment of each position funded through Fund 124. The County shall pay the Association \$283,123 for its Fund 124 overhead expenses.
22. Other Legal Services Expenses: The County shall pay the Association for the Other Legal Services performed pursuant to F.23 of Schedule A, as negotiated by the Administrator and Director and based on the Association's attorney salary scale,

benefits, and overhead.

- 23. Covid-19 Backlog. The County will pay the Association for Covid-19 Backlog services performed pursuant to F.24 of Schedule A in the amount of \$1,006,095.

This Amendment may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Amendment.

Except as expressly amended in this Amendment No.2, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed as of the date set forth above.

“Association”

Snohomish County Public Defender Association

s/ Vickie Norris, Board President, 03.08.2022

“County”

Snohomish County



Klein, Kenneth  
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Approved as to Form Only:

/s/ George B. Marsh 03/03/2022

<b>COUNCIL USE ONLY</b>	
Approved	<u>3/30/2022</u>
ECAF #	<u>2022-0261</u>
MOT/ORD	<u>Motion 22-119</u>