

**AMENDMENT NO. 2
TO AGREEMENT FOR INDIGENT DEFENSE SERVICES
BETWEEN THE CITY OF EVERETT
AND EVERETT LAW ASSOCIATION**

This Amendment No. 2 to Agreement for Indigent Defense Services (this “*Amendment*”) is dated for reference purposes November 1, 2024. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“*City*”) and Everett Law Association (“*Public Defender*”).

RECITALS

A. The City and Public Defender are parties to the Agreement for Indigent Defense Services dated November 8, 2018 (the “*Agreement*”), as amended. All capitalized terms in this Amendment are as defined in the Agreement. Under the Agreement, the Public Defender provides indigent defense services in connection with the Everett Municipal Court.

B. Because of changes in state law (2E2SSB 5536) regarding possession of controlled substances, case counts in Everett Municipal Court requiring indigent representation are increasing. In addition, the Washington State Bar Association (WSBA) earlier this year revised its Standards for Indigent Defense Services including the standard that employees at public defense agencies be compensated at a rate comparable to those of employees in the opposing party offices in the area.

C. The purpose of this Amendment is to increase the Projected Case Count from 2800 to 3600 cases per year and to increase compensation for both the increased case count and the new comparable pay standard. These changes to the contract will become effective as of November 1, 2024.

AGREEMENT

The City and Public Defender agree as follows:

1. The first paragraph of Section 2 of the Agreement is amended as follows, with underlined text added:

Compensation. Effective January 1, 2019, the City shall pay to the Public Defender for services rendered under this Agreement the sum of \$92,166 per month, which is based on a projected case count of 2800 cases per year (such case count, the “*Projected Case Count*”). Effective November 1, 2024, the per-month sum in the preceding sentence increases to \$119,206.53 per month, based on an updated Projected Case Count, effective November 1, 2024, of 3600 cases per year and based on the WSBA comparable pay standard. In addition to this amount, the City will pay to Public Defender an additional \$7,834.00 per month as compensation to Public Defender for costs associated with post-sentencing hearings. Effective November 1, 2024, the per-month sum in the preceding sentence increases to \$10,126.80 per month. Public Defender acknowledges that the City may make changes in its probation and other systems during the term of

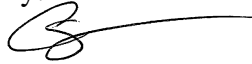
this Agreement, which may reduce the number of post-sentencing hearings. If such changes are made the City may reduce this additional compensation on a pro-rata basis as the number of post sentencing hearings are reduced.

The result of these amendments to Section 2 is that compensation under Section 2 will total \$1,258,666.66 for 2024 and \$1,552,000 per year for years thereafter.

2. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. This Amendment may be signed in ink or electronically, and any faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.

CITY OF EVERETT

By:



Cassie Franklin, Mayor

Date: 10/31/2024

EVERETT LAW ASSOCIATION

By: Aaron Everett

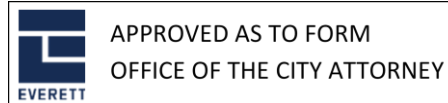
Name/Title: Aaron Everett, Executive Director

Date: 10/31/2024

ATTEST:



Office of the City Clerk














Everett Law Indigent Defense AM 2_SD

Final Audit Report

2024-10-31

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 Agreement completed.

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