

**AMENDMENT NO. 3
TO AGREEMENT FOR INDIGENT DEFENSE SERVICES
BETWEEN THE CITY OF EVERETT
AND EVERETT LAW ASSOCIATION**

This Amendment No. 3 to Agreement for Indigent Defense Services (this “*Amendment*”) is dated for reference purposes April 1, 2026. 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 the rules of the Washington Supreme Court, the Public Defender must hire additional public defense staff and must move to a larger office space. The purpose of this Amendment is to adjust the monthly compensation of the Public Defender to account for those rule changes.

AGREEMENT

The City and Public Defender agree as follows:

1. Office Space. When Public Defender finds an office space it desires to lease, Public Defender will notify the City and provide the proposed location and a copy of the proposed lease. The Public Defender will not execute a lease until the City has approved in writing the location and lease, which is at the City’s sole discretion (such City-approved lease, the “*Approved Lease*”). The Public Defender acknowledges that the City will not approve a lease for an office space on the ground floor fronting Colby Avenue. The City will reimburse Public Defender for substantiated costs incurred in moving to the new location, up to a maximum total of \$20,000.

2. Compensation. Effective April 1, 2026, the first paragraph of Section 2 of the Agreement is replaced with the following:

Compensation. Beginning April 1, 2026, the City shall pay to the Public Defender for services rendered under this Agreement the sum of \$149,464.50 per month, which is based on a projected case count of 3500 cases per year (such case count, the “*Projected Case Count*”). In addition to this compensation, the City will pay to Public Defender an additional \$9,792.50 per month as compensation to Public Defender for costs associated with post-sentencing hearings. As further compensation, beginning the month when Public Defender begins to pay rent under the Approved Lease, the City will also pay Public Defender each month an amount equal to (a) \$15,000 or (b) the amount by which the total rent paid by Public Defender under the Approved Lease for that month exceeds \$6,500, whichever of (a) or (b) is lesser. Public Defender acknowledges and agrees that

the maximum total compensation allowable under this paragraph per month is \$174,257, *i.e.*, \$149,464.50 + \$9,792.50 + \$15,000 = \$174,257.

This is based on a Projected Case Count of 3500 cases per year. 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.

3. 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

EVERETT LAW ASSOCIATION

By:



Aaron Everett

Cassie Franklin, Mayor

By: _____

Aaron Everett, Executive Director

Date: 03/13/2026

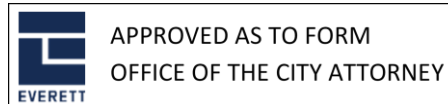
03/13/2026

Date: _____

ATTEST:



Office of the City Clerk














Everett Law Indigent Defense AM 3_SD


Final Audit Report

2026-03-13

Created:	2026-03-13
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApKOhFBCeQZap9xFVeLJxv63MCabC-CCM

"Everett Law Indigent Defense AM 3_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2026-03-13 - 5:23:00 PM GMT
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2026-03-13 - 5:23:36 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2026-03-13 - 5:36:51 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2026-03-13 - 5:37:08 PM GMT - Time Source: server
-  Document emailed to aeverett@everettlaw.org for signature
2026-03-13 - 5:37:10 PM GMT
-  Email viewed by aeverett@everettlaw.org
2026-03-13 - 5:46:15 PM GMT
-  Signer aeverett@everettlaw.org entered name at signing as Aaron Everett
2026-03-13 - 5:48:44 PM GMT
-  Document e-signed by Aaron Everett (aeverett@everettlaw.org)
Signature Date: 2026-03-13 - 5:48:46 PM GMT - Time Source: server
-  Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature
2026-03-13 - 5:48:47 PM GMT
-  Email viewed by Cassie Franklin (cfranklin@everettwa.gov)
2026-03-13 - 6:22:03 PM GMT
-  Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)
Signature Date: 2026-03-13 - 6:22:14 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2026-03-13 - 6:22:15 PM GMT

 Email viewed by Marista Jorve (mjorve@everettwa.gov)

2026-03-13 - 6:23:04 PM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2026-03-13 - 6:23:13 PM GMT - Time Source: server

 Agreement completed.

2026-03-13 - 6:23:13 PM GMT