

CITY OF LONGVIEW

AMENDED CONTRACT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City of Longview, Washington (hereinafter "City") provides indigent defense services to individuals who have been certified for representation in criminal charges before the Longview Municipal Court (hereinafter "Municipal Court"); and

WHEREAS, Longview Municipal Defense, PLLC, (formerly the Law Offices of Mayrie Grimm and Katherine Gulmert), (hereinafter "Attorneys") are licensed Attorneys in good standing in the state of Washington who have been selected to perform services to indigent defense clients under contract with the City; and

WHEREAS, parties entered an into an agreement for provision of public defense services for the City for a two year period with provisions for renewal (hereinafter the "Agreement"); and

WHEREAS, at the time the contract was entered into it was anticipated that the City's indigent caseload would be approximately 1600 cases per year which could be served by a total of four attorneys; and

WHEREAS, based on current trends, the City's indigent caseload will exceed 1600 cases and in order to comply with the Washington State Supreme Court's caseload limits for criminal defense it is necessary for the Attorney's to employ an additional attorney and support staff;

WHEREAS, the parties wish to adjust the compensation provided for in the Agreement to provide for an additional public defender and support staff.

NOW, THEREFORE, the parties agree to the following amendments to the Agreement:

A.

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Paragraph 2, Compensation, of the Agreement is hereby amended to provide that effective July 1, 2015, the City shall pay to the Attorneys for services rendered under the Agreement Forty-nine thousand five hundred eighty three and 33/100 Dollars (\$49,583.33) per month. The compensation amount represents the salary and benefits necessary to provide five (5) attorneys devoted to public defense for the City each of whom is fully qualified to be assigned 400 criminal cases per year and, as supplemented in Section 2.3 of the Agreement, all infrastructure, support, and systems necessary to comply with the Standards.

All other provision of the Agreement, except as amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2015.

CITY OF LONGVIEW _____

By: _____

ATTEST: David Campbell, City Manager

By: _____
City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____

LONGVIEW MUNICIPAL DEFENSE,
PLLC

By: _____

By: _____