

RESOLUTION NO. 20-1357

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
EXTENDING AND AMENDING THE PUBLIC DEFENSE  
SERVICES CONTRACT WITH 'O'BRIEN, BARTON &  
HOPKINS, PLLP

**WHEREAS**, the firm of O'Brien, Barton, & Hopkins, PLLP has provided public defender services for indigent criminal defendants charged in the Black Diamond Municipal Court since 2014; and

**WHEREAS**, the City is pleased with the services provided by O'Brien, Barton & Hopkins and desires to continue their services; and

**WHEREAS**, the firm of O'Brien Barton & Hopkins is willing and able to continue providing public defense services to the City of Black Diamond; and

**WHEREAS**, the City finds the proposed amendments to the contract to be fair and reasonable;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The City Council hereby authorizes the Mayor to execute an extension and amendments to the contract for public defense services with O'Brien, Barton & Hopkins, PLLP, substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21<sup>ST</sup> DAY OF MAY, 2020.**

CITY OF BLACK DIAMOND:



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Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND EXTENSION and AMENDMENTS TO  
CONTRACT FOR PUBLIC DEFENSE SERVICES**

**(O'BRIEN, BARTON & HOPKINS, PLLP)**

This extension and these amendments are made to the agreement (the "Agreement") entered into by and between the City of Black Diamond, a municipal corporation operating as a non-charter code city under the laws of the state of Washington (the "City") and O'Brien, Barton & Hopkins, PLLP ("Attorney"); collectively, the "Parties" dated January 2<sup>nd</sup>, 2014.

Paragraph 1, Scope of Services, is hereby amended with the following deletions and additions:

1. Scope of Services.

- a. Attorney shall provide public defender services for indigent criminal defendants charged in Black Diamond Municipal Court under ordinances of the City or laws of the state of Washington who qualify for counsel. ~~DELETED: **John PRICE** shall be the principle attorney ("Principle Attorney") providing public defender services pursuant to this Agreement.~~

**ADDED: John O'Brien shall be the managing attorney overseeing the public defender services provided pursuant to this Agreement.**

Paragraph 4, Term, Nunc-Pro Tunc, is hereby amended with the following addition:

4. Term; Nunc-Pro Tunc. The provision of services under this agreement shall commence on **January 1, 2014**. This Agreement shall remain in full force and effect through December 31, 2014, unless terminated earlier pursuant to the terms hereof. This agreement may be extended for two (2) one-year periods by mutual agreement of the parties. In the event that this agreement is executed on or after January 1, 2014, the parties agree that the terms and conditions hereof shall be interpreted and applied as though the effective date hereof was January 1, 2014.

**ADDED: The term of this agreement is extended to December 31<sup>st</sup>, 2019 in accordance with the Compensation summarized in Paragraph 6, Compensation.**

**January 1<sup>st</sup>, 2020 Amendment: The term of this agreement is extended to December 31<sup>st</sup>, 2022 in accordance with the Compensation summarized in Paragraph 6, Compensation.**

Paragraph 6, Compensation, is hereby amended with the following addition to Paragraph 6(a) and new Paragraph 6(f).

6. Compensation.

- a. ~~January 1<sup>st</sup>, 2020 DELETION: Compensation for the services performed under this Agreement shall be a flat fee of \$2500 per month plus an additional \$250.00 per each assigned case in excess of ten (10) cases assigned during that month. For example, if 12 cases are assigned to Attorney in the month of February, Attorney shall be compensated in the amount of \$2500 plus an additional \$500 (\$250.00 x 2) for a total of \$3000; if 8 cases are assigned in March, Attorney shall be compensated in the amount of \$2500. Such compensation shall constitute full compensation for all services performed for each assigned case until disposition of the case or when withdrawal of attorney from the case is allowed by the Court. **ADDED: Commencing January 1<sup>st</sup>, 2018, the flat fee compensation for the first ten (10) cases assigned to the Attorney shall be increased from \$2,500 per month to \$2,750 per month.**~~
- b. January 1<sup>st</sup>, 2020 AMENDMENT: Compensation for the services performed under this Agreement shall be a flat fee of \$3,000 per month plus an additional \$350.00 per each assigned case in excess of ten (10) cases assigned during that month. For example, if 12 cases are assigned to Attorney in the month of February, Attorney shall be compensated in the amount of \$3,000.00 plus an additional \$700.00 (\$350.00 x 2) for a total of \$3,700.00; if 8 cases are assigned in March, Attorney shall be compensated in the amount of \$3,000.00.. Such compensation shall constitute full compensation for all services performed for each assigned case until disposition of the case or when withdrawal of attorney from the case is allowed by the Court. **ADDED: Commencing January 1<sup>st</sup>, 2021, the flat fee compensation for the first ten (10) cases assigned to the Attorney shall be increased from \$3,000.00 per month to \$3,500.00 per month.**
- c. The Flat fee shall include compensation of Attorney for coverage of arraignments, telephonic bail hearings, and review, revocation & probation hearings. Attorney shall be allowed to withdraw as attorney of record when each case reaches disposition (plea or other similar disposition, dismissal, verdict after trial or mistrial.
- d. This compensation covers all necessary preparation and hearings to resolve the issue(s) underlying a motion to revoke.
- e. The City shall pay Attorney an additional sum of \$500 for each appeal to Superior Court plus the costs of transcriptions.
- f. Such fees shall include all overhead, costs and expenses of Attorney, except as otherwise set forth herein, and shall be Attorney's sole compensation. All compensation is inclusive of administrative costs as set forth in Standard 5.2 of the Washington State Supreme Court Standards for Indigent Defense issued on September 7, 2012.
- g. ADDED: SCORE HEARINGS: Attorney shall be compensated for hearings held at the South Correctional Entity jail (SCORE) at the rate of \$175.00 per hour. The hourly compensation will include travel time to and from the jail.**

