

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 08/20/2019	<b>PREPARED BY:</b> Whitney Conner
<b>BOARD MEETING DATE:</b> 08/27/2019	<b>DEPARTMENT:</b> Office of Public Defense
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board <span style="margin-left: 400px;">Time needed: Choose an item.</span>	
<b>SUBJECT:</b> Professional Services Contract with Justin Andrews for indigent representation in Franklin County Superior Court for Appeal Appointments.	
<b>FISCAL IMPACT:</b> None	
<b>BACKGROUND:</b> To our knowledge we have not yet had a lower court appeal case in Franklin County where a public defender would be needed. However, as a "safeguard" if one does arise we have discussed this contract with Justin Andrews and he has agreed to take this contract on an as needed basis if deemed necessary under the terms of the contract.	
<b>RECOMMENDATION:</b> Approve Professional Services Contract with Justin Andrews	
<b>COORDINATION:</b> Larry Zeigler, OPD Manager Keith Johnson, County Administrator	
<b>ATTACHMENTS:</b> (Documents you are submitting to the Board) ASR Resolution Professional Services Contract	
<b>HANDLING / ROUTING:</b> (Once document is fully executed and imported into Document Manager, <u>submitting party is responsible for the distribution of completed document to necessary parties</u> ) None	

*I certify the above information is accurate and complete.*

\_\_\_\_\_  
 Whitney Conner  
 OPD Administrative Assistant

**FRANKLIN COUNTY RESOLUTION**

*BEFORE THE BOARD OF COMMISSIONERS  
OF FRANKLIN COUNTY, WASHINGTON*

**EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH  
ATTORNEY JUSTIN ANDREWS TO REPRESENT INDIGENT PERSONS FOR  
RALJ IN FRANKLIN COUNTY SUPERIOR COURT**

**WHEREAS**, Franklin County is obligated by law to provide indigent defense services in Franklin County Superior Court for RALJ cases from Franklin County District Court; and

**WHEREAS**, Franklin County wishes to contract with attorney Justin Andrews, for a period from September 01, 2019 to December 31, 2021; and

**WHEREAS**, Attorney Justin Andrews, is qualified and interested in providing such representation and it appears appropriate to award the professional services agreement to provide such representation to her; and

**NOW THEREFORE, BE IT RESOLVED THAT** the professional services agreement with Justin Andrews be executed as presented.

DATED this 27<sup>th</sup> day of August, 20 19.

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS FOR RALJ APPEALS IN FRANKLIN COUNTY SUPERIOR COURT**

CONTRACT SUMMARY			
<b>Contract Type</b>	FCSC – RALJ APPEALS		
<b>Contract Number</b>	ANDR12312021RALJ	<b>Contract Holder</b>	Justin Andrews
<b>WSBA #</b>	48718	<b>Effective Dates</b>	09/01/19-12/31/21
<b>Caseload Cap</b>	None	<b>Compensation</b>	<b>\$800 per case</b>

**THIS AGREEMENT** is entered into by and between **Justin Andrews**, attorney at law, Washington State Bar Association #48718 (“Attorney”) and **FRANKLIN COUNTY**, a State of Washington political subdivision (“County”), for and on behalf of the Franklin County Superior Court.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **September 01, 2019** and shall continue thereafter through and including the **31st day of December 2021**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Notwithstanding the foregoing, the Attorney’s obligation to represent an individual in the appeal to which the Attorney has undertaken representation shall continue through the disposition of the matter in Franklin County Superior Court.

**2. PROFESSIONAL SERVICES**

The Attorney shall represent in a professional manner, any Appeal cases assigned to him/he by the court pursuant to the Rules of Appeals for Courts of Limited Jurisdictions (“RALJ”).

**3. COMPENSATION**

The City will compensate Attorney, as attorney fees and not as a salary, in the amount of eight hundred dollars (\$800.00) per RALJ Appeal.

Payment shall be made no later than 30 days from the date the Franklin County District Court assigns the RALJ appeal’s case to the Attorney.

**4. EXPENSES**

Attorney shall be entitled to receive reimbursement for the actual cost of out-of-cost expenditures associated with RALJ Appeal such as transcription cost.

**5. NON-ASSIGNMENT**

No other person shall perform any of the services required of the Attorney by this Agreement nor shall the Attorney assign or subcontract his/her responsibility for the performance of any of the services required by this Agreement, without the approval of the City.

**6. INSURANCE**

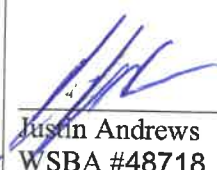
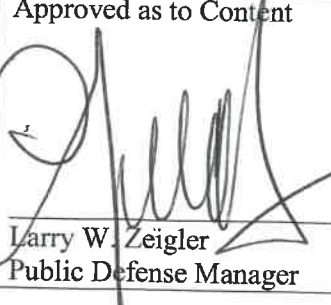
Attorney warrants that he has malpractice insurance coverage for any and all work within the scope of this agreement holding harmless and indemnifying Franklin County under the terms of his/her contract of December, 2017 and the contract of insurance entered into pursuant to the agreement.

**7. TERMINATION**

This Agreement may be terminated by either party without cause upon sixty (60) days advance written notice to the other. This Agreement may be terminated for cause consisting of failing to comply with any of the provisions of the Agreement upon ten (10) days advance written notice.

In the event of Attorney's disbarment or suspension from the practice of law, this Agreement shall terminate as of the effective date of such disbarment or suspension. In the event of termination without case, the Attorney shall continue to represent defendants until the disposition of the matter in Franklin County Superior Court.

**IN WITNESS WHEREOF**, the parties hereto have entered into and executed this Agreement on the date set forth below.

 Justin Andrews WSBA #48718  8/20/19 Date	_____ Chair  _____ Chair Pro Tem  _____ Member	8/23/19 Date
Approved as to Content  Larry W. Zeigler Public Defense Manager  8/19/19 Date	Constituting the Board of Commissioners for Franklin County, WA	