



City of Spokane

Minor Contract Summary

OPR # OPR2016-0138
 Cross Ref 2015-0477
 Destruct Date 2023
 Clerk's Dist. 02/2/16 SB

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Public Defenders
 Department Project # _____

New Contract
 CR # N/A
 Date: _____

Contractor/Consultant

Name: County Public Defenders
 Address: 1033 W. Gardner
 City, State, Zip: Spokane, WA 99260

Remittance Address: SAME
 City, State, Zip _____

RECEIVED

FEB 15 2016

CITY CLERK'S OFFICE

Summary of Services

Trading of professional services between the City Public Defenders and County Public Defender's office in representing clients for whom there is a conflict of interest.

Amount: NO \$ Impact

Budget Code: N/A

Maximum Amount

Beginning Date: 1/1/2016 Expiration Date: 12/31/2016 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: _____

Funds are available in the appropriate budget account

Accountant

[Signature]
 Signature

2/4/16
 Date

Department Head

[Signature]
 Signature

1/26/16
 Date

Other

 Signature

 Date

Other

 Signature

 Date

Distribution List

Contractor E-mail: <u>tkrzynski@spokanecounty.org</u>	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>kknox@spokanecity.org</u>	Taxes and Licenses
<u>llok@spokanecity.org</u>	

YEAR 2016 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox (Kathy Knox), Public Defender, and the County, by Thomas Krzyminski, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; and

WHEREAS, the Washington State Supreme Court has promulgated changes to Court Rules relating to public defender standards for cases filed in Courts of Limited Jurisdiction requiring the filing of quarterly certifications of compliance in the courts in which the public defender is handling cases; and

WHEREAS, on or about September 1, 2013, the Supreme Court's rule changes required each public defender handling cases in Courts of Limited Jurisdiction to not carry an excessive caseload and effective January 1, 2015, required misdemeanor caseloads of less than 400 cases per attorney per year, -- Now, Therefore,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by Thomas Krzyminski, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.

2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and Thomas Krzyminski may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Conflict Exchange Formula.

A. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per case in the event the case exchange cannot be made equitable by year end.

B. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors.

C. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions.

D. If there is an uneven exchange of RALJ appeals during the year between the offices, each RALJ appeal shall be counted as one RALJ appeal in exchange for three misdemeanors or gross misdemeanors.

E. A case that goes to warrant during representation in the receiving office shall not constitute a new case if the client is re-arrested or otherwise contacts the receiving office and the case is reopened and docketed for adjudication. Should the client subject to such a bench-warrant-and-rearrest be then also charged with additional unrelated offenses, new charges arising from an additional incident would be counted an additional case handled by the receiving office. Both offices acknowledge that when a conflict case has been transferred to the receiving office and thereafter goes to bench warrant, the client's rearrest thereafter will first be known to the *sending* office and on that office's first appearance docket. Both offices agree to inform the receiving office as soon as possible when such clients have been arrested.

F. A case upon which a show cause has been filed shall constitute a new case.

G. Thomas Krzyminski or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and Thomas Krzyminski will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. Thomas Krzyminski and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. Each office shall be responsible for keeping track of per attorney annual caseloads on a quarterly basis and to reassign the conflict cases among the attorneys in that office to stay within the annual caseload limits. Each office shall be responsible for preparing, signing and filing, each quarter, each attorney's certification as to compliance with the Supreme Court's Standards for Public Defense in the appropriate court(s).

8. This memorandum is effective January 1, 2016 through December 31, 2016, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

9. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. Thomas Krzyminski will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

10. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or Thomas Krzyminski for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

11. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), JIS, Court Justware, SCOMIS, etc, or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file

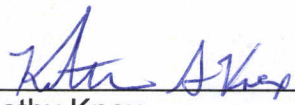
and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

12. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

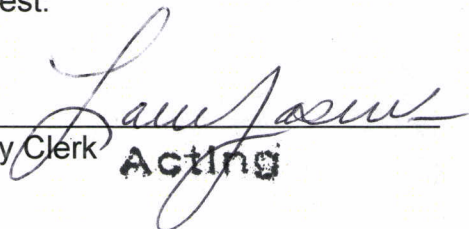
13. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

14. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

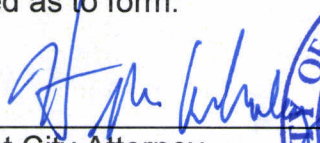
Dated: 11/2/16


Kathy Knox
City of Spokane Public Defender

Attest:

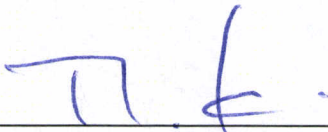

City Clerk **Acting**

Approved as to form:


Assistant City Attorney



Dated: 11/3/16


Thomas Krzyminski, County Public Defender
Spokane County Public Defender's Office



City of Spokane

Minor Contract Summary

OPR # OPR 2015-0477
 Cross Ref _____
 Destruct Date 2021
 Clerk's Dist. 05/28/15 SR

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Public Defenders
 Department Project # _____

New Contract
 CR # _____
 Date: _____

Contractor/Consultant

Name: County Public Defenders
 Address: 1033 W. Gardner
 City, State, Zip: Spokane, WA 99260

Remittance Address: SAME
 City, State, Zip _____

RECEIVED
 MAY 19 2015
 CITY CLERK'S OFFICE
 SPOKANE, WA

Summary of Services

Trading of professional services between the City Public Defenders and County Public Defender's office in representing clients for whom there is a conflict of interest.

Amount: NO \$ Impact

Budget Code: N/A

Maximum Amount

Beginning Date: 1/1/2015 Expiration Date: 12/31/2015 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: [Signature]

Funds are available in the appropriate budget account

Accountant [Signature]
 Signature _____
 Department Head [Signature]
 Signature _____
 Other _____
 Signature _____
 Other _____
 Signature _____

5/13/15
 Date _____
5/21/15
 Date _____

 Date _____

 Date _____

Distribution List

Contractor E-mail: <u>tkrzyminski@spokanecounty.org</u>	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>kknnox@spokanecity.org</u>	Taxes and Licenses
<u>llok@spokanecity.org</u>	

YEAR 2015 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox (Kathy Knox), Public Defender, and the County, by Thomas Krzyminski, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; and

WHEREAS, the Washington State Supreme Court has promulgated changes to Court Rules relating to public defender standards for cases filed in Courts of Limited Jurisdiction requiring the filing of quarterly certifications of compliance in the courts in which the public defender is handling cases; and

WHEREAS, on or about September 1, 2013, the Supreme Court's rule changes required each public defender handling cases in Courts of Limited Jurisdiction to not carry an excessive caseload, and effective January 1, 2015, required misdemeanor caseloads of less than 400 cases per attorney per year -- Now, Therefore,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by Thomas Krzyminski, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.

2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and Thomas Krzyminski may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.
3. Conflict Exchange Formula.
 - A. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per case in the event the case exchange cannot be made equitable by year end.
 - B. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors.
 - C. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions.
 - D. If there is an uneven exchange of RALJ appeals during the year between the offices, each RALJ appeal shall be counted as one RALJ appeal in exchange for three misdemeanors or gross misdemeanors.
 - E. A case that goes to warrant during representation in the receiving office shall not constitute a new case if the client is re-arrested or otherwise contacts the receiving office and the case is reopened and docketed for adjudication. Should the client subject to such a bench-warrant-and-rearrest be then also charged with additional unrelated offenses, new charges arising from an additional incident would be counted an additional case handled by the receiving office. Both offices acknowledge that when a conflict case has been transferred to the receiving office and thereafter goes to bench warrant, the client's rearrest thereafter will first be known to the *sending* office and on that office's first appearance docket. Both offices agree to inform the receiving office as soon as possible when such clients have been arrested.
 - F. A case upon which a show cause has been filed shall constitute a new case.
 - G. Thomas Krzyminski or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.
4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and Thomas Krzyminski will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. Thomas Krzyminski and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. Each office shall be responsible for keeping track of per attorney annual caseloads on a quarterly basis and to reassign the conflict cases among the attorneys in that office to stay within the annual caseload limits. Each office shall be responsible for preparing, signing and filing, each quarter, each attorney's certification as to compliance with the Supreme Court's Standards for Public Defense in the appropriate court(s).

8. This memorandum is effective January 1, 2015 through December 31, 2015, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

9. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. Thomas Krzyminski will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

10. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or Thomas Krzyminski for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

11. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), JIS, Court Justware, SCOMIS, etc, or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file

and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

12. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

13. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

14. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: 5/7/15

Kathy Knox
Kathy Knox
City of Spokane Public Defender

Attest:
Leri Hight
City Clerk

Approved as to form:
Thomas Krzyminski
Assistant City Attorney

Dated: 5-6-15

Thomas Krzyminski
Thomas Krzyminski, County Public Defender
Spokane County Public Defender's Office





City of Spokane

Minor Contract Summary

OPR # OPR 2014-0029
 Cross Ref _____
 Destruct Date 2021
 Clerk's Dist. 01/15/14 585

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Public Defenders
 Department Project # _____

New Contract
 CR # _____
 Date: _____

Contractor/Consultant

Name: County Public Defenders
 Address: 1033 W . Gardner Remittance Address: SAME
 City, State, Zip: Spokane, wa 99260 City, State, Zip

Summary of Services

Trading of professional services between the City Public Defenders and County Public Defender's office in representing client for whom there is a conflict of interest.

Amount: NO \$ Impact Budget Code: N/A

Maximum Amount

Beginning Date: 1/1/2014 Expiration Date: 12/31/2014 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: _____

Funds are available in the appropriate budget account

Accountant	<u>[Signature]</u>	<u>1/8/14</u>
	Signature	Date
Department Head	<u>[Signature]</u>	<u>1/6/14</u>
	Signature	Date
Other	_____	_____
	Signature	Date
Other	_____	_____
	Signature	Date

Distribution List

Contractor E-mail: <u>Tkrzyminski@spokanecounty.org</u>	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>kknox@spokanecity.org</u>	Taxes and Licenses
<u>llok@spokanecity.org</u>	

RECEIVED

JAN 09 2014

CITY CLERK'S OFFICE
 SPOKANE, WA

YEAR 2014 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox (Kathy Knox), Public Defender, and the County, by Thomas Krzyminski, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; and

WHEREAS, the Washington State Supreme Court has promulgated changes to Court Rules relating to public defender standards for cases filed in Courts of Limited Jurisdiction requiring the filing of quarterly certifications of compliance in the courts in which the public defender is handling cases; and

WHEREAS, on or about September 1, 2013, the Supreme Court's rule changes required each public defender handling cases in Courts of Limited Jurisdiction to carry an excessive caseload, -- Now, Therefore,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by Thomas Krzyminski, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.

2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and Thomas Krzyminski may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Conflict Exchange Formula.

- A. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per case in the event the case exchange cannot be made equitable by year end.
- B. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors.
- C. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions.
- D. If there is an uneven exchange of RALJ appeals during the year between the offices, each RALJ appeal shall be counted as one RALJ appeal in exchange for three misdemeanors or gross misdemeanors.
- E. A case that goes to warrant during representation in the receiving office shall not constitute a new case if the client is re-arrested or otherwise contacts the receiving office and the case is reopened and docketed for adjudication. Should the client subject to such a bench-warrant-and-rearrest be then also charged with additional unrelated offenses, new charges arising from an additional incident would be counted an additional case handled by the receiving office. Both offices acknowledge that when a conflict case has been transferred to the receiving office and thereafter goes to bench warrant, the client's rearrest thereafter will first be known to the *sending* office and on that office's first appearance docket. Both offices agree to inform the receiving office as soon as possible when such clients have been arrested.
- F. A case upon which a show cause has been filed shall constitute a new case.
- G. Thomas Krzyminski or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and

Thomas Krzyminski will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. Thomas Krzyminski and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. Each office shall be responsible for keeping track of per attorney annual caseloads on a quarterly basis and to reassign the conflict cases among the attorneys in that office to stay within the annual caseload limits. Each office shall be responsible for preparing, signing and filing, each quarter, each attorney's certification as to compliance with the Supreme Court's Standards for Public Defense in the appropriate court(s).

8. This memorandum is effective January 1, 2014 through December 31, 2014, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

9. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. Thomas Krzyminski will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

10. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or Thomas Krzyminski for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

11. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), JIS, Court Justware, SCOMIS,

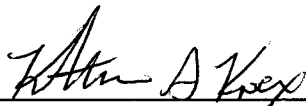
etc, or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

12. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

13. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

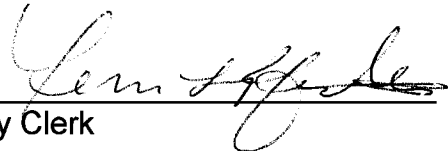
14. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: 1-6-14



Kathy Knox
City of Spokane Public Defender

Attest:




City Clerk

Approved as to form:



Assistant City Attorney

Dated: 1-3-14



Thomas Krzyminski, County Public Defender
Spokane County Public Defender's Office





City of Spokane

Minor Contract Summary

OPR # OPR 2013-0103
 Cross Ref _____
 Destruct Date 2019
 Clerk's Dist. 02/07/13 508

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Public Defenders
 Department Project # _____

New Contract
 CR # _____
 Date: _____

RECEIVED
 JAN 30 2013
 CITY CLERK'S OFFICE
 SPOKANE, WA

Contractor/Consultant

Name: County Public Defenders
 Address: 1033 W. Gardner
 City, State, Zip: Spokane, WA 99260

Remittance Address: SAME
 City, State, Zip _____

Summary of Services

Trading of professional services between the City Public Defenders and County Public Defender's office in representing clients for whom there is a conflict of interest.

Amount: NO \$ Impact

Budget Code: N/A

RECEIVED
 FEB 07 2013
 CITY CLERK'S OFFICE
 SPOKANE, WA

Maximum Amount _____

Beginning Date: 1/1/2013 Expiration Date: 12/31/2013 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: [Signature]

Funds are available in the appropriate budget account

Accountant [Signature]
 Signature _____

1/30/2013
 Date _____

Department Head [Signature]
 Signature _____

1/28/13
 Date _____

Other _____
 Signature _____

_____ Date _____

Other _____
 Signature _____

_____ Date _____

Distribution List

Contractor E-mail: <u>JRodgers@spokanecounty.org</u>	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>kknox@spokanecity.org</u>	Taxes and Licenses
<u>llok@spokanecity.org</u>	

**YEAR 2013 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox (Kathy Knox), Public Defender, and the County, by John Rodgers, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; and

WHEREAS, the Washington State Supreme Court has promulgated changes to Court Rules relating to public defender standards for cases filed in Courts of Limited Jurisdiction requiring the filing of quarterly certifications of compliance in the courts in which the public defender is handling cases; and

WHEREAS, on or about September 1, 2013, the Supreme Court's rule changes require each public defender handling cases in Courts of Limited Jurisdiction to carry a caseload not to exceed three hundred (300) cases if the entity adopts a case weighting system, or four hundred (400) cases otherwise, -- Now, Therefore,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by John Rodgers, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.

2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and John Rodgers may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.
3. Conflict Exchange Formula.
 - A. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per case in the event the case exchange cannot be made equitable by year end.
 - B. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors.
 - C. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions.
 - D. If there is an uneven exchange of RALJ appeals during the year between the offices, each RALJ appeal shall be counted as one RALJ appeal in exchange for three misdemeanors or gross misdemeanors.
 - E. A case that goes to warrant during representation in the receiving office shall not constitute a new case if the client is re-arrested or otherwise contacts the receiving office and the case is reopened and docketed for adjudication. Should the client subject to such a bench-warrant-and-rearrest be then also charged with additional unrelated offenses, new charges arising from an additional incident would be counted an additional case handled by the receiving office. Both offices acknowledge that when a conflict case has been transferred to the receiving office and thereafter goes to bench warrant, the client's rearrest thereafter will first be known to the *sending* office and on that office's first appearance docket. Both offices agree to inform the receiving office as soon as possible when such clients have been arrested. .
 - F. A case upon which a show cause has been filed shall constitute a new case.
 - G. John Rodgers or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.
4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and John

Rodgers will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. John Rodgers and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. Each office shall be responsible for keeping track of per attorney annual caseloads on a quarterly basis and to reassign the conflict cases among the attorneys in that office to stay within the annual caseload limits. Each office shall be responsible for preparing, signing and filing, each quarter, each attorney's certification as to compliance with the Supreme Court's Standards for Public Defense in the appropriate court(s).

8. This memorandum is effective January 1, 2013 through December 31, 2013, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

9. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. John Rodgers will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

10. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or John Rodgers for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

11. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), JIS, Court Justware, SCOMIS,

etc, or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

12. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

13. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

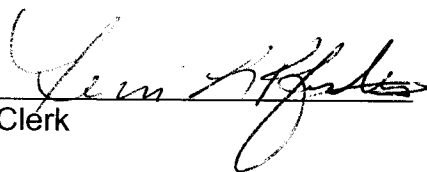
14. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: 1/28/13



Kathy Knox
City of Spokane Public Defender

Attest:



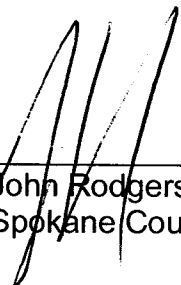
City Clerk

Approved as to form:



Assistant City Attorney

Dated: 2-5-13



John Rodgers, County Public Defender
Spokane County Public Defender's Office





City of Spokane

Minor Contract Summary

OPR # OPR 2012-0086
 Cross Ref _____
 Destruct Date 2019
 Clerk's Dist. 02/03/12 SR

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Public Defenders
 Department Project # _____

New Contract
 CR # _____
 Date: _____

Contractor/Consultant

Name: **County Public Defenders**
 Address: 1033 W Gardner
 City, State, Zip: Spokane, WA 99260

Remittance Address:same
 City, State, Zip

RECEIVED
 FEB 02 2012
 CITY CLERK'S OFFICE
 SPOKANE, WA

Summary of Services

Trading of professional services between the City Public Defenders and County Public Defender's office in representing clients for whom there is a conflict of interest.

Amount: No \$ Impact

Budget Code: N/A

Maximum Amount

Beginning Date: 1/1/2012 Expiration Date: 12/31/2012 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: [Signature]

Funds are available in the appropriate budget account

Accountant

Signature _____

Date _____

Department Head

Signature [Signature] A Knox

Date 1-31-12

Other

Signature _____

Date _____

Other

Signature _____

Date _____

Signature _____

Date _____

Distribution List

Contractor E-mail: JRodgers@spokanecounty.org	Contract Accounting
Dept. Contact E-mail:	Taxes and Licenses
lkok@spokancity.org; kknnox@spokanecity.org	

**YEAR 2012 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox (Kathy Knox), Public Defender, and the County, by John Rodgers, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; -- NOW, THEREFORE,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by John Rodgers, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.

2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and John Rodgers may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per case in the event the case exchange cannot be made equitable by year end. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions. A case that goes to warrant during representation in the receiving office shall constitute a new case if the client contacts the

receiving office. A case upon which a show cause has been filed shall constitute a new case. John Rodgers or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and John Rodgers will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. John Rodgers and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. This memorandum is effective January 1, 2012 through December 31, 2012, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

8. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. John Rodgers will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

9. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or John Rodgers for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.


10. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), JIS, Court Justware, SCOMIS, etc, or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

11. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

12. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

13. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: 1-31-12



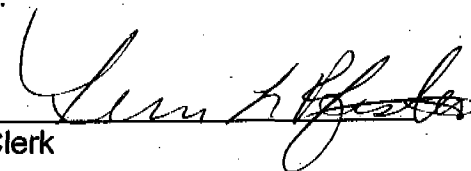
Kathy Knox
City of Spokane Public Defender

Dated: 1-31-12



John Rodgers, County Public Defender
Spokane County Public Defender's Office


Attest:



City Clerk



Approved as to form:



Assistant City Attorney



City of Spokane

Minor Contract Summary

OPR # OPR 2011-0129
 Cross Ref _____
 Destruct Date 2012
 Clerk's Dist. 02/10/11 SSB

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Public Defenders
 Department Project # _____

New Contract
 CR # _____
 Date: _____

Contractor/Consultant

Name: County Public Defenders
 Address: 1033 W Gardner
 City, State, Zip: Spokane, WA 99260

Remittance Address:same
 City, State, Zip

RECEIVED
 FEB 09 2011
 CITY CLERK'S OFFICE
 SPOKANE, WA

Summary of Services

Trading of professional services between the city Public Defenders and County Public Defender's office in representing clients for whom there is a conflict of interest.

Amount: No \$ Impact

Budget Code: N/A

Maximum Amount

Beginning Date: 1/1/2011 Expiration Date: 12/31/2011 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: [Signature]

Funds are available in the appropriate budget account

Accountant

Department Head	X <u>[Signature]</u>	Date _____
Other	Signature _____	Date _____
Other	Signature _____	Date _____
Other	Signature _____	Date _____

Distribution List

Contractor E-mail: <u>JRodgers@spokanecounty.org</u>	Contract Accounting
Dept. Contact E-mail: <u>llok@spokancity.org; kknox@spokanecity.org</u>	Taxes and Licenses

**YEAR 2011 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox (Kathy Knox), Public Defender, and the County, by John Rodgers, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; -- NOW, THEREFORE,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by John Rodgers, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.
2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and John Rodgers may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.
3. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per felony case in the event the case exchange cannot be made equitable by year end. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions. A case that goes to warrant during representation after initial interview in the receiving office shall constitute a

new case if the client contacts the receiving office. A case upon which a show cause has been filed shall constitute a new case. John Rodgers or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and John Rodgers will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. John Rodgers and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. This memorandum is effective January 1, 2011 through December 31, 2011, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

8. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. John Rodgers will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

9. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or John Rodgers for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

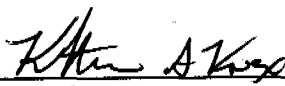
10. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), DISCIS, SCOMIS, etc, or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

11. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

12. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

13. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: 12/23/10



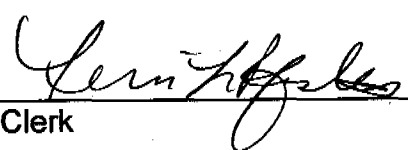
Kathy Knox
City of Spokane Public Defender

Dated: 2-7-11



John Rodgers, County Public Defender
Spokane County Public Defender's Office

Attest:



City Clerk

Approved as to form:



Assistant City Attorney



10-456

MDC
2-18-09

2016

City Clerk's No. OPR 2009-0120
(OPR 2006-0029)

Contract Req. No. _____

MINOR CONTRACT AUTHORIZATION

RECEIVED

FEB 17 2009

CITY CLERK'S OFFICE
SPOKANE, WA

Date: 1/15/2009

Budget Account No: No \$ impact

CONTRACT TOPIC:

Contract with SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, 1033 West Gardner, Spokane, Washington 99201, for trading professional services between the City Public Defender's Office and the County Public Defender's Office in representing clients for whom there is a conflict of interest. This contract is to run from January 1, 2009 to December 31, 2009.

CONTRACT BACKGROUND:

The City has had a contract with the County Public Defender's Office for trading conflict of interest cases between the City Public Defender's Office and the County Public Defender's Office. This contract saves money that would normally have to be paid to private attorneys to handle conflict cases. The City Public Defender's Office does maintain a couple of conflict contracts with private attorneys to handle those cases for which there is a conflict of interest for both offices.

[Signature]
Submitting Department
Public Defenders

[Signature]
Legal

[Signature]

[Signature]
Manager/Division Director

[Signature]
Finance *MAL*

DISTRIBUTION

~~Accounting~~
Contract Accounting
Public Defender - Laura Lok
County Public Defender - John Rodgers

**YEAR 2009 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox, Public Defender, and the County by John Rodgers, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with aailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; -- NOW, THEREFORE,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by John Rodgers, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.
2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and John Rodgers may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.
3. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per felony case in the event the case exchange cannot be made equitable by year end. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions. A case that goes to warrant during representation after initial interview in the receiving office shall constitute a

new case if the client contacts the receiving office. A case upon which a show cause has been filed shall constitute a new case. John Rodgers or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and John Rodgers will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. John Rodgers and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. This memorandum is effective January 1, 2009 through December 31, 2009, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

8. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. John Rodgers will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

9. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or John Rodgers for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

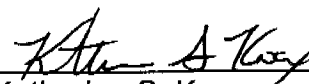
10. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), DISCIS, SCOMIS, etc, or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

11. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

12. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

13. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: 1-26-09

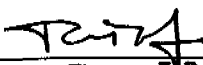

Katherine S. Knox
City of Spokane Public Defender

Dated: 1-29-09

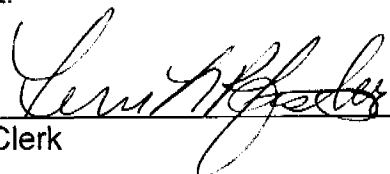

John Rodgers, County Public Defender
Spokane County Public Defender's Office

Dated: 2-17-09

CITY OF SPOKANE

By: 
Title: Thomas E. Danek, Jr.
City Administrator
City of Spokane

Attest:


City Clerk

Approved as to form:


Assistant City Attorney



40c112

MDC
12-31-07

2015

City Clerk's No. OPR 2007-0997

Contract Req. No. _____

MINOR CONTRACT AUTHORIZATION

RECEIVED

DEC 24 2007

CITY CLERK'S OFFICE
SPOKANE, WA

Date: November 29, 2007

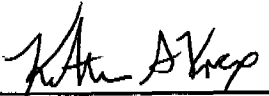
Budget Account No: No \$ impact

CONTRACT TOPIC:

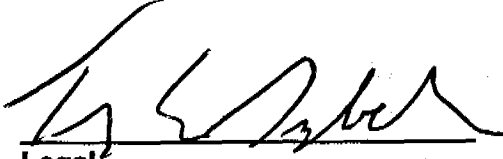
Contract with SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, 1033 West Gardner, Spokane, Washington 99201, for trading professional services between the City Public Defender's Office and the County Public Defender's Office in representing clients for whom there is a conflict of interest. This contract is to run from January 1, 2008 to December 31, 2008.

CONTRACT BACKGROUND:

The City has had a contract with the County Public Defender's Office for trading conflict of interest cases between the City Public Defender's Office and the County Public Defender's Office. This contract saves money that would normally have to be paid to private attorneys to handle conflict cases. The City Public Defender's Office does maintain a couple of conflict contracts with private attorneys to handle those cases for which there is a conflict of interest for both offices.




Submitting Department
Public Defenders



Legal



Manager/Division Director



Finance MRL

DISTRIBUTION

- Accounting**
- Contract Accounting**
- Public Defender – Laura Lok**
- County Public Defender – John Rodgers**

**YEAR 2008 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox, Public Defender, and the County by John Rodgers, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; -- NOW, THEREFORE,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by John Rodgers, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.
2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and John Rodgers may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.
3. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per felony case in the event the case exchange cannot be made equitable by year end. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors. The City does not represent clients on

infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions. A case that goes to warrant during representation after initial interview in the receiving office shall constitute a new case if the client contacts the receiving office. A case upon which a show cause has been filed shall constitute a new case. John Rodgers or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extraordinary number of hours to complete.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and John Rodgers will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. John Rodgers and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. This memorandum is effective January 1, 2008 through December 31, 2008, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

8. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. John Rodgers will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

9. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or John Rodgers for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

10. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for

providing police reports, 911 tapes, CAD RMS (if any), DISCIS, SCOMIS, etc, or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

11. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

12. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

13. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: 12-7-07

Katherine S. Knox
Katherine S. Knox
City of Spokane Public Defender

Dated: 12-12-07

John Rodgers
John Rodgers, County Public Defender
Spokane County Public Defender's
Office

Dated: 12-24-07

CITY OF SPOKANE

Steve D. H. [Signature]
Title: City Administrator

Attest:

Shirley M. Pappenger
City Clerk Acting

Approved as to Form:

[Signature]
Assistant City Attorney



MDC
1-30-07

City Clerk's No. OPR 2007-0055²⁰¹⁴
(OPR 2006-0029)

Contract Req. No. _____

MINOR CONTRACT AUTHORIZATION

RECEIVED

JAN 25 2007

CITY CLERK'S OFFICE
SPOKANE, WA

Date: December 18, 2006

Budget Account No: No \$ impact

CONTRACT TOPIC:

Renewal of contract with SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, 1033 West Gardner, Spokane, Washington 99201, for trading professional services between the City Public Defender's Office and the County Public Defender's Office in representing clients for whom there is a conflict of interest. This contract is to run from January 1, 2007 to December 31, 2007.

CONTRACT BACKGROUND:

The City has had a contract with the County Public Defender's Office for trading conflict of interest cases between the City Public Defender's Office and the County Public Defender's Office. This contract saves money that would normally have to be paid to private attorneys to handle conflict cases. The City Public Defender's Office does maintain a couple of conflict contracts with private attorneys to handle those cases for which there is a conflict of interest for both offices.

Kathleen A. Kepp

B. Burns

Submitting Department
Public Defenders

Legal

Pamela

Manager/Division Director

Finance *MRL*

DISTRIBUTION

~~Accounting~~

Contract Accounting

Public Defender – S Raymon

County Public Defender – John Rodgers

**YEAR 2007 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox, Public Defender, and the County by John Rodgers, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; -- NOW, THEREFORE,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by John Rodgers, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.

2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and John Rodgers may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per felony case in the event the case exchange cannot be made equitable by year end. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors. The City does not represent clients on

infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions. A case that goes to warrant during representation after initial interview in the receiving office shall constitute a new case if the client contacts the receiving office. A case upon which a show cause has been filed shall constitute a new case. John Rodgers or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extraordinary number of hours to complete.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and John Rodgers will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. John Rodgers and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. This memorandum is effective January 1, 2007 through December 31, 2007, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

8. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. John Rodgers will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

9. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or John Rodgers for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

10. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for

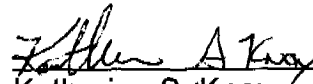
providing police reports, 911 tapes, CAD RMS (if any), DISCIS, SCOMIS, etc, or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

11. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

12. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

13. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: 1-24-07

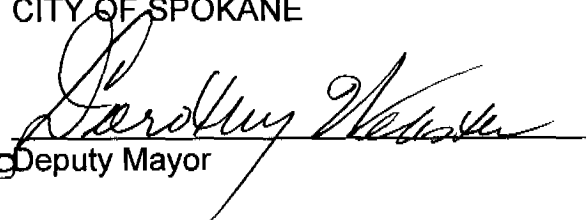

Katherine S. Knox
City of Spokane Public Defender

Dated: 1-24-07

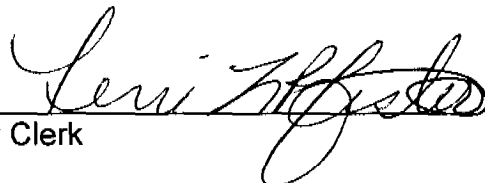

John Rodgers, County Public Defender
Spokane County Public Defender's
Office

Dated: 1-25-07

CITY OF SPOKANE


Acting Deputy Mayor

Attest:


City Clerk

Approved as to Form:


Assistant City Attorney



32c198

ADC
1-18-06

City Clerk's No. 2013 OPR 2006 0029
(OPR 2004-1141)

Contract Req. No. _____

MINOR CONTRACT AUTHORIZATION

RECEIVED

JAN 12 2006

CITY CLERK'S OFFICE
SPOKANE, WA

Date: January 10, 2006


Budget Account No: No \$ Impact

CONTRACT TOPIC:

Renewal of contract with SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, 1033 West Gardner, Spokane, Washington 99201, for trading professional services between the City Public Defender's Office and the County Public Defender's Office in representing clients for whom there is a conflict of interest. This contract is to run from January 1, 2006 to December 31, 2006.

CONTRACT BACKGROUND:

The City has had a contract with the County Public Defender's Office for trading conflict of interest cases between the City Public Defender's Office and the County Public Defender's Office. This contract saves money that would normally have to be paid to private attorneys to handle conflict cases. The City Public Defender's Office does maintain a couple of conflict contracts with private attorneys to handle those cases for which there is a conflict of interest for both offices.



Submitting Department Legal
Public Defenders

Manager/Division Director Finance

- DISTRIBUTION**
Accounting
Contract Accounting
Public Defender – S Raymon
County Public Defender – John Rodgers

**YEAR 2006 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox, Public Defender, and the County by John Rodgers, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; -- NOW, THEREFORE,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by John Rodgers, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.

2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and John Rodgers may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions. A case that goes to warrant during

representation after initial interview in the receiving office shall constitute a new case if the client contacts the receiving office. A case upon which a show cause has been filed shall constitute a new case. John Rodgers or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and John Rodgers will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. John Rodgers and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. This memorandum is effective January 1, 2006, through December 31, 2006, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

8. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. John Rodgers will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

9. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or John Rodgers for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

10. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), DISCIS, SCOMIS, etc, or criminal history records to the receiving office. The sending office is responsible for

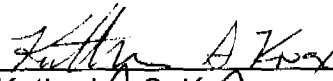
filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

11. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

12. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

13. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

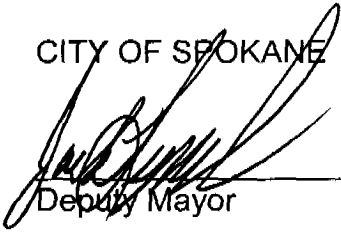
Dated: 1-3-06


Katherine S. Knox
City of Spokane Public Defender

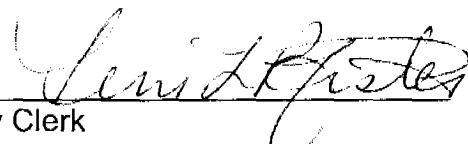
Dated: 1-3-06


John Rodgers, County Public Defender
Spokane County Public Defender's
Office

Dated: 1-12-06

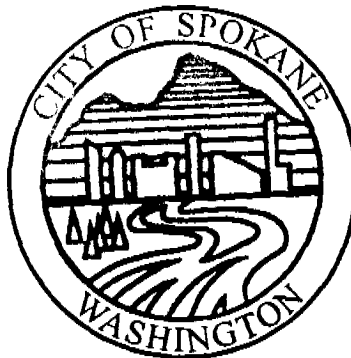
CITY OF SPOKANE

Deputy Mayor

Attest:


City Clerk

Approved as to Form:


Assistant City Attorney



32c198

City Clerk's No. _____
(OPR 2004-523)

Contract Req. No. _____

MINOR CONTRACT AUTHORIZATION

RECEIVED

DEC 23 2004

CITY CLERK'S OFFICE
SPOKANE, WA

Date: December 20, 2004

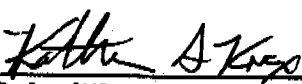
Budget Account No: No \$ impact

CONTRACT TOPIC:

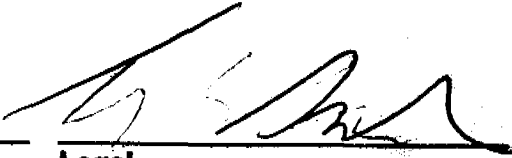
Renewal of contract with SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, 1033 West Gardner, Spokane, Washington 99201, for trading professional services between the City Public Defender's Office and the County Public Defender's Office in representing clients for whom there is a conflict of interest. This contract is to run from January 1, 2005 to December 31, 2005.

CONTRACT BACKGROUND:

The City has had a contract with the County Public Defender's Office for trading conflict of interest cases between the City Public Defender's Office and the County Public Defender's Office. This contract saves money that would normally have to be paid to private attorneys to handle conflict cases. The City Public Defender's Office does maintain a couple of conflict contracts with private attorneys to handle those cases for which there is a conflict of interest for both offices.



Submitting Department
Public Defenders



Legal

Manager/Division Director

Finance

DISTRIBUTION

Accounting
Contract Accounting
Public Defenders – Kathy Knox
County Public Defender – John Rodgers

**YEAR 2005 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox, Public Defender, and the County by John Rodgers, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; -- NOW, THEREFORE,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by John Rodgers, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.

2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and John Rodgers may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions. A case that goes to warrant during

representation after initial interview in the receiving office shall constitute a new case if the client contacts the receiving office. A case upon which a show cause has been filed shall constitute a new case. John Rodgers or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and John Rodgers will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. John Rodgers and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. This memorandum is effective January 1, 2005, through December 31, 2005, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

8. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. John Rodgers will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

9. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or John Rodgers for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

10. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), DISCIS, SCOMIS, etc, or criminal history records to the receiving office. The sending office is responsible for


filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

11. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

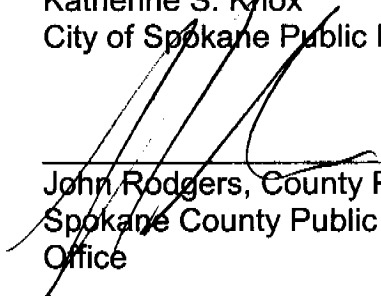
12. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

13. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

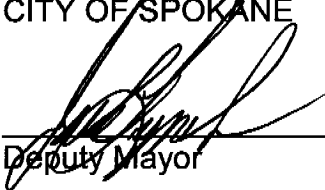
Dated: 12-17-04

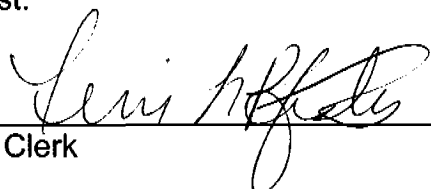

Katherine S. Knox
City of Spokane Public Defender


Dated: 12-17-04


John Rodgers, County Public Defender
Spokane County Public Defender's
Office

Dated: DEC 23 2004

CITY OF SPOKANE

Deputy Mayor

Attest:

City Clerk

Approved as to Form:

Assistant City Attorney



32c198

City Clerk's No. _____
(OPR 2003-153)

Contract Req. No. _____

RECEIVED

MAY 17 2004

CITY CLERK'S OFFICE
SPOKANE, WA

MINOR CONTRACT AUTHORIZATION

Date: May 5, 2004

Budget Account No: No \$ impact

CONTRACT TOPIC:

Renewal of contract with SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, 1033 West Gardner, Spokane, Washington 99201, for trading professional services between the City Public Defender's Office and the County Public Defender's Office in representing clients for whom there is a conflict of interest. This contract is to run from January 1, 2004 to December 31, 2004.

CONTRACT BACKGROUND:

The City has had a contract with the County Public Defender's Office for trading conflict of interest cases between the City Public Defender's Office and the County Public Defender's Office. This contract saves money that would normally have to be paid to private attorneys to handle conflict cases. The City Public Defender's Office does maintain a couple of conflict contracts with private attorneys to handle those cases for which there is a conflict of interest for both offices.

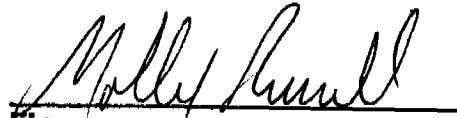


Submitting Department
Public Defenders



Legal

Manager/Division Director



Finance

DISTRIBUTION

- Accounting
- Contract Accounting
- Public Defenders – Kathy Knox
- County Public Defender – John Rodgers

**YEAR 2004 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox, Public Defender, and the County by John Rodgers, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; -- NOW, THEREFORE,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by John Rodgers, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client continuity.

2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and John Rodgers may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions. A case that goes to warrant during

representation after initial interview in the receiving office shall constitute a new case if the client contacts the receiving office. A case upon which a show cause has been filed shall constitute a new case. John Rodgers or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and John Rodgers will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. John Rodgers and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. This memorandum is effective January 1, 2004, through December 31, 2004, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

8. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. John Rodgers will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

9. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or John Rodgers for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

10. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), DISCIS, SCOMIS, etc, or criminal history records to the receiving office. The sending office is responsible for

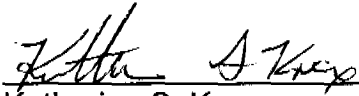
filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

11. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.


12. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

13. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

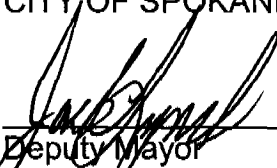
Dated: 5-3-04


Katherine S. Knox
City of Spokane Public Defender

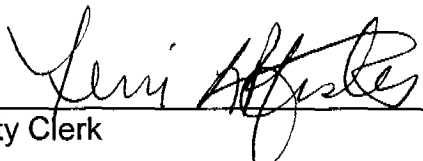
Dated: 5-3-04


John Rodgers, County Public Defender
Spokane County Public Defender's
Office

Dated: MAY 17 2004

CITY OF SPOKANE

Deputy Mayor

Attest:


City Clerk

Approved as to Form:


Assistant City Attorney



32c198

2/18 Cle

2011

Clerk's No. OPB 2003-153
(OPR 2001-1057) *OK*

RECEIVED

FEB 12 2003

CITY CLERK'S OFFICE
SPOKANE, WA

Contract Req. No. _____

MINOR CONTRACT AUTHORIZATION

Date: January 30, 2003

Budget Account No: No \$ impact

CONTRACT TOPIC:


Renewal of contract with SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, 1033 West Gardner, Spokane, Washington 99201, for trading professional services between the City Public Defender's Office and the County Public Defender's Office in representing clients for whom there is a conflict of interest. This contract is to run from January 1, 2003 to December 31, 2003.

CONTRACT BACKGROUND:

The City has had a contract with the County Public Defender's Office for trading conflict of interest cases between the City Public Defender's Office and the County Public Defender's Office. This contract saves money that would normally have to be paid to private attorneys to handle conflict cases. The City Public Defender's Office does maintain a couple of conflict contracts with private attorneys to handle those cases for which there is a conflict of interest for both offices.



Submitting Department
Public Defenders



Legal

Manager/Division Director



Finance

- DISTRIBUTION**
 Accounting
 Contract Accounting
 Public Defenders - Kathy Knox
 County Public Defender - Richard Fasy

**YEAR 2003 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox, Public Defender, and the County by Richard Fasy, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; -- NOW, THEREFORE,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by Richard Fasy, the Acting County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that the first case wherein the conflict is noted remains in the office and the second case will be conflicted out.

2. This Memorandum of Understanding contemplates no money compensation. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and Richard Fasy may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the

County to the City shall not include the infractions. A case that goes to warrant during representation after initial interview in the receiving office shall constitute a new case if the client contacts the receiving office more than a year from the last contact. A case upon which a show cause has been filed shall constitute a new case. Richard Fasy or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and Richard Fasy will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. Richard Fasy and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. This memorandum is effective January 1, 2003, through December 31, 2003, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

8. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. Richard Fasy will represent or supervise the Assistant County Public Defenders assigned to the County by the City.

9. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or Richard Fasy for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

10. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), DISCIS, SCOMIS, etc, or


criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

11. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

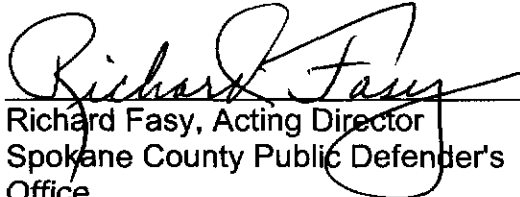
12. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

13. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: 1-30-03


Katherine S. Knox
City of Spokane Public Defender

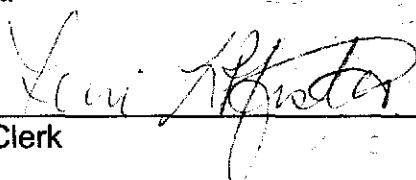
Dated: 2/6/03

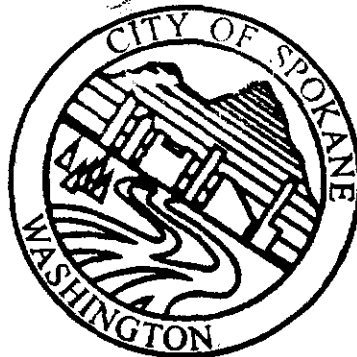

Richard Fasy, Acting Director
Spokane County Public Defender's Office

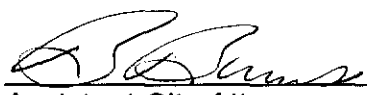
Dated: FEB 12 2003

CITY OF SPOKANE

By: 
City Administrator

Attest:

City Clerk



Approved as to Form:

Assistant City Attorney

32c198

12/19
w
RECEIVED
DEC 18 2001
CITY CLERK'S OFFICE
SPOKANE, WA

210
City Clerk's No. OPR 2001-1057
(OPR 2000-1011) *et*

MINOR CONTRACT AUTHORIZATION

Date November 15, 2001

Budget Account No. No \$ impact

CONTRACT TOPIC:

Renewal of contract with SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, 1100 West Mallon, Spokane, Washington 99201, for trading professional services between the City Public Defender's Office and the County Public Defender's Office in representing clients for whom there is a conflict of interest. This contract is to run from January 1, 2002 to December 31, 2002.

CONTRACT BACKGROUND:

The City has had a contract with the County Public Defender's Office for trading conflict of interest cases between the City Public Defender's Office and the County Public Defender's Office. This contract saves money that would normally have to be paid to private attorneys to handle conflict cases. The City Public Defender's Office does maintain a couple of conflict contracts with private attorneys to handle those cases for which there is a conflict of interest for both offices.

John A. King
Submitting Department
Public Defender

B. B. Bland
Legal

Manager/Division Director

Richard G. Cook
Finance *MLS*

DISTRIBUTION

- Accounting
- Public Defender - Kathy Knox
- County Public Defender - Donald L. Westerman
- Public Defender

**YEAR 2002 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE**

THIS MEMORANDUM OF UNDERSTANDING is between the City of Spokane Office of the Public Defender, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the Spokane County Public Defender's Office, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox, Public Defender, and the County by Donald L. Westerman, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; -- Now, Therefore,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by Richard Fasy, the Chief Assistant County Public Defender, who shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that the first case wherein the conflict is noted remains in the office and the second case will be conflicted out.
2. This Memorandum of Understanding contemplates no money compensation. This Memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and Don Westerman may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.
3. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors. The City does not represent clients on infractions as these are civil matters. Any cases assigned by the County to the City shall not include the infractions. A case that goes to warrant during representation after initial interview in the receiving office shall constitute a new case if

the client contacts the receiving office more than a year from the last contact. A case upon which a show cause has been filed shall constitute a new case. Don Westerman or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and Don Westerman or Richard Fasy will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this Memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this Memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. Don Westerman or Richard Fasy and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. This Memorandum is effective January 1, 2002, through December 31, 2002, unless terminated earlier. Either party may terminate this Memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order which terminates probation of a defendant.

8. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. Richard Fasy will represent or supervise the Assistant County Public Defenders assigned to the County by the City.

9. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or Don Westerman for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

10. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), DISCIS, SCOMIS, etc, or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and

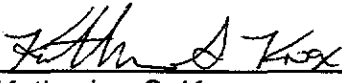
serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

11. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauperis for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

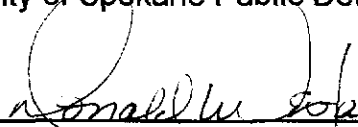
12. The attorney in the receiving office shall attempt contact with the client within 48 hours or two business days of his/her actual notice of case assignment.

13. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: 12/11/01


Katherine S. Knox
City of Spokane Public Defender

Dated: 12-11-2001

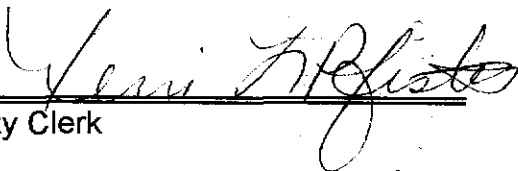

Donald L. Westerman, Director
Spokane County Public Defender's
Office

Dated: 12/18/01


CITY OF SPOKANE

By: 
City Administrator

Attest:


City Clerk

Approved as to Form:


Assistant City Attorney



11/30
ce
RECEIVED

NOV 28 2000

CITY CLERK'S OFFICE
SPOKANE, WA

0009
City Clerk's No. PR 2000-1011
COP R2000-08

MINOR CONTRACT AUTHORIZATION

Date November 9, 2000

Budget Account No. No \$ impact

CONTRACT TOPIC:

Contract with SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE.

CONTRACT BACKGROUND:

This contract establishes the guidelines for trading conflict of interest cases between the City of Spokane Public Defender's Office and the Spokane County Public Defender's Office. This contract saves money that would normally have to be paid to private attorneys to handle conflict cases. The City Public Defender's Office does maintain a couple of conflict contracts with private attorneys to handle those cases for which there is a conflict of interest for both offices.

Kathy Knox
Submitting Department
Public Defender

B. B. Bunn
Legal

Richard Gluck
Manager/Division Director *Finance*

DISTRIBUTION

- Accounting
- Public Defender - Kathy Knox
- County Public Defender - Donald L. Westerman
- Public Defender

CITY CLERK'S NO. CPR 2000-1011
(CPR 2000-08)

YEAR 2001 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE

THIS MEMORANDUM OF UNDERSTANDING is between the City of Spokane Office of the Public Defender, located at 824 N. Monroe St., Spokane, WA 99201, as "City", and the Spokane County Public Defender's Office, located at 1033 W. Gardner, Spokane, WA 99260-0280, as "County".

WHEREAS, the City of Spokane Office of the Public Defender by Katherine S. Knox, and the Spokane County Public Defender's Office by Donald L. Westerman are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; NOW, THEREFORE,

The parties agree as follows:

1. The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

2. No money compensation is contemplated by this Memorandum. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony. Don Westerman and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received. This Memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable.

3. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by Richard Fasy, the Assistant County Public Defender, who shall each assign the case to the other office with proper notice. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Any disputes on this issue will be resolved by Kathy Knox and Don Westerman.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under this Memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under this Memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose.

7. The attorney in the receiving office shall attempt contact with the client within 48 hours or two business days of his/her actual notice of case assignment.

8. This Memorandum is effective January 1, 2001, through December 31, 2001, unless terminated earlier.

9. A case for the purpose of this Memorandum shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors.

10. Kathy Knox will represent or supervise the representation of clients assigned to the City of Spokane Public Defender on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis.

11. The City Public Defender office does not represent clients on infractions as these are civil matters. Any

cases assigned by the County to the City shall not include the infractions.

12. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or Don Westerman for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

13. Conflict cases are to be assigned on the basis that the first case wherein the conflict is noted remains in the office and the second case will be conflicted out.

14. For appeal conflict cases, the trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauperis for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

15. The sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product discovery.

16. The sending office is responsible for providing police reports, CAD RMS (if any), DISCIS, SCOMIS, etc, or criminal history records to the conflict office and responsible for filing a notice of assignment in the court file. The conflict office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

17. Don Westerman or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extraordinary number of hours to complete.

18. Either party may cancel this Memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office.

19. A case that goes to warrant during representation after initial interview in the conflict office shall constitute a new case if the client contacts the conflict office more than a year from the last contact. A case upon which a show cause has been filed shall constitute a new case.

20. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

DATE: 11-22-00

Katherine S. Knox
Katherine S. Knox
Public Defender
City of Spokane Public Defender

DATE: 11-22-2000

Donald L. Westerman
Donald L. Westerman
Director
Spokane County Public Defender's Office

DATE: 11/28/00

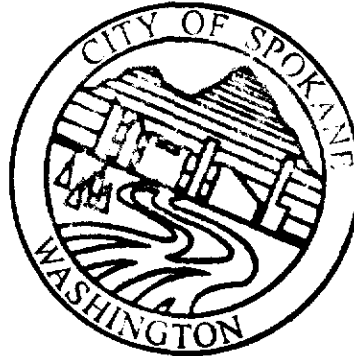
Henry Miggins
Henry Miggins
City Manager
City of Spokane

Attest:

Jeri K. Porter
City Clerk

Approved as to Form:

[Signature]
Assistant City Attorney



45700
li

1028

City Clerk's 2000-8 *uc*

RECEIVED

MINOR CONTRACT AUTHORIZATION

JAN - 5 2000
CITY CLERK'S OFFICE
SPOKANE, WA

Date January 4, 2000

Budget Account No. No \$ impact

CONTRACT TOPIC:

Contract with SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE.

CONTRACT BACKGROUND:

This contract establishes the guidelines for trading conflict of interest cases between the City of Spokane Public Defender's Office and the Spokane County Public Defender's Office. This contract saves money which would normally have to be paid to private attorneys to handle conflict cases. The City Public Defender's Office does maintain a couple of conflict contracts with private attorneys to handle those cases for which there is a conflict of interest for both offices.

Kathleen A. Knox
Submitting Department
Public Defender

D. Burns
Legal

Manager/Division Director

Donald L. Westerman
Finance

DISTRIBUTION
Accounting
~~Budget Control~~
~~Finance~~

Public Defender -- Kathy Knox
County Public Defender -- Donald L. Westerman

012
CITY CLERK'S NO. 2000-5

YEAR 2000 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER
AND
SPOKANE COUNTY OFFICE OF THE PUBLIC DEFENDER

THIS MEMORANDUM OF UNDERSTANDING is between the City of Spokane Office of the Public Defender, located at 824 N. Monroe St., Spokane, WA 99201, as "City", and the County of Spokane Office of the Public Defender, located at 1116 W. Broadway Ave., Spokane, WA 99260, as "County".

WHEREAS, the City of Spokane Office of the Public Defender by Katherine S. Knox, and the Spokane County Office of the Public Defender by Donald L. Westerman are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with a jailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; NOW, THEREFORE,

The parties agree as follows:

1. The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

2. No money compensation is contemplated by this Memorandum. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony. Don Westerman and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received. This Memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable.

3. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by Richard Fasy, the Assistant County Public Defender, who shall each assign the case to the other office with proper notice. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Any disputes on this issue will be resolved by Kathy Knox and Don

Westerman.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under this Memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under this Memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose.

7. The attorney in the receiving office shall attempt contact with the client within 48 hours or two business days of his/her actual notice of case assignment.

8. This Memorandum is effective January 1, 2000, through December 31, 2000, unless terminated earlier.

9. A case for the purpose of this Memorandum shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors.

10. Kathy Knox will represent or supervise the representation of clients assigned to the City of Spokane Public Defender on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis.

11. The City Public Defender office does not represent clients on infractions as these are civil matters. Any cases assigned by the County to the City shall not include the infractions.

12. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or Don Westerman for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

13. Conflict cases are to be assigned on the basis that the first case wherein the conflict is noted remains in the office and the second case will be conflicted out.

14. For appeal conflict cases, the trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauperis for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

15. The sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-work product

discovery.

16. The sending office is responsible for providing police reports, DISCIS, SCOMIS, etc, or criminal history records to the conflict office and responsible for filing a notice of assignment in the court file. The conflict office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

17. Don Westerman or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extraordinary number of hours to complete.

18. Either party may cancel this Memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition.

19. A case that goes to warrant during representation after initial interview in the conflict office shall constitute a new case if the client contacts the conflict office more than a year from the last contact. A case upon which a show cause has been filed shall constitute a new case.

20. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in

compliance with Admission to Practice Rule 9.

DATE: 1/3/2000 Katherine S. Knox
Katherine S. Knox
Public Defender
City of Spokane Public Defender

DATE: 1-3-2000 Donald L. Westerman
Donald L. Westerman
Director
Spokane County Public Defender

DATE: 1/4/00 Peter G. Fortin
Peter G. Fortin
City Manager
City of Spokane

Attest:

Verni J. Foster
City Clerk



Approved as to Form:

B. B. Burns
Assistant City Attorney