

**Memorandum of Understanding and Scope of Work
Between Associated Counsel for the Accused (ACA) and
Office of the Public Defender (OPD), King County
On Behalf of Gary L. Ridgway**

This memorandum of understanding is between Associated Counsel for the Accused (ACA), as counsel for Mr. Ridgway, and Office of the Public Defender (OPD), King County Washington. Nothing in this agreement binds Mr. Tony Savage, who is retained privately by Mr. Ridgway.

OPD has assigned ACA, a non-profit public defender agency, and several private attorneys to represent Gary Ridgway for all criminal cases which have been filed or may be filed in King County, Washington. Mr. Ridgway entered 48 pleas of guilty to First Degree Aggravated Murder on 11-05-03. He has agreed to continue sentencing on these matters for up to six months, to May 2004 (5/5/04). The purpose of this continuance is to allow the Green River Task Force to continue to investigate and interview witnesses, including Mr. Ridgway, regarding other unsolved homicides which have occurred in King County, Washington. As part of the plea agreement entered between Mr. Ridgway and King County, he has agreed to cooperate and tell the truth. All parties to this agreement believe that additional charges may become part of this plea.

ACA agrees to continue to represent Gary Ridgway for all criminal homicide charges which have been filed, or may be filed, by King County. This representation will continue until such time as Mr. Ridgway is sentenced and the case is finally resolved in King County, Washington. Further, ACA will continue to provide two attorneys, Mr. Mark Prothero and Mr. Todd Gruenhagen, one paralegal, Fabian Acosta, one investigator, Bettye Witherspoon, and one clerk, Jana Witt, on an actual need basis to complete the representation of Mr. Ridgway in King County, Washington. ACA has taken possession of the technology equipment and database in this matter from Certus. ACA agrees to continue to use and maintain this data until completion of these cases.

The Rules of Professional Conduct require that ACA attorneys represent Mr. Ridgway from the date of appointment and continue through every stage of the legal proceedings until the sentencing and any final motions are completed. The attorneys must do whatever is necessary to complete the representation between now and the sentencing date. ACA agrees that if another county, state, or foreign country questions Mr. Ridgway while he is in King County we must provide him with substantial legal advice concerning his constitutional rights. The purpose of this representation would be to preserve Mr. Ridgway's fundamental constitutional rights and to preserve the integrity of the plea arrangement with King County. However, as soon as the constitutional right to counsel attaches to any out of King County charge, counsel for Mr. Ridgway will seek funding from the non-King County jurisdiction or appointment of associated counsel to represent Mr. Ridgway in the non-King County jurisdiction.

King County will not incur substantial expenses on behalf of Mr. Ridgway in relation to any charge or charges which may be investigated or filed outside of King County.

ACA agrees to continue to keep OPD notified about necessary expert costs and legal services deemed necessary and reasonable to defend Mr. Ridgway in these King County charges. If at any time between now and the time of sentencing it is obvious that the size of the Ridgway defense team must be modified, ACA will promptly notify Anne Harper, OPD, and modify the number of staff as deemed appropriate by additional agreement with OPD.

Nothing in this agreement will hinder or disrupt the ACA attorneys from exercising their judgment consistent with the Rules of Professional Conduct in performance of any tasks or duties required to complete the representation of Mr. Ridgway in the King County matters. Nothing in this agreement will abridge any rights that Mr. Ridgway possesses under any applicable criminal law or as a result of the plea agreement with King County.

The contract between ACA and King County to provide general public defense services is incorporated by reference into this agreement. This is not a modification of the current general contract governing the relationship between OPD and ACA.

David Chapman, Director
Associated Counsel for the Accused

Anne C. Harper, The Public Defender
Office of the Public Defender