

CONTRACT FOR PUBLIC DEFENDER INDIGENT DEFENSE SERVICES

_____, hereinafter called PUBLIC DEFENDER, and LEWIS COUNTY, hereinafter called COUNTY agree as set forth in this Agreement, the terms and conditions of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the approval date set forth below.

CONTRACTOR acknowledges and by signing this contract agrees to the conditions set forth below and the Indemnification provisions set forth in Paragraph 3.5 and 4.5, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2020

CONTRACTOR:

Name

Company Name

(Signature Name)

Title of Signatory

Mailing Address:

Social Security No:

OR

Federal Business Tax ID No:

LEWIS COUNTY

Gary Stamper, Chairman

Approved as to Form:
Prosecuting Attorney

By: _____

Deputy Prosecuting Attorney

CONTRACT FOR PUBLIC DEFENDER SERVICES IN LEWIS COUNTY DISTRICT COURT

1. PARTIES

This agreement is made and entered into effective on the date that is written below, between Lewis County, Washington, a political subdivision of the State of Washington acting by and through the Board of County Commissioners, Its elected legislative and executive branch, or their designee, hereinafter referred to as the County, as payer and the below named attorney, herein referred to as PUBLIC DEFENDER as payee. The PUBLIC DEFENDER certifies that he/she is a duly qualified and licensed member in good standing of the Washington State Bar Association authorized to practice law in the State of Washington, having paid all dues and fees required. The Washington State Bar Association identification number for the PUBLIC DEFENDER is affixed next to his signature. The purpose of this contract is to provide legal counsel for persons found to be indigent by the Lewis County District Court. This contract is personal to the PUBLIC DEFENDER named herein. The attorney may not sub-contract and may only use other qualified attorneys to stand in on a limited basis as approved by the court.

2. DUTIES

2.1 The PUBLIC DEFENDER agrees to provide independent professional legal services to persons found to be indigent by the Lewis County District Court. Case assignments will be in accordance with the court's public defense plan and cases assigned by the judges of District Court who are the sole arbiters of which attorneys will receive such assignment it and the sufficiency of the legal representation provided. The assignment of cases will be subject to the written conditions of the assignment for such court upon which the Public Defender will be a signatory. The PUBLIC DEFENDER shall provide her/his legal services in conformity with such conditions, and such conditions of an assignment shall be part of this agreement as if fully set forth herein.

2.2 By accepting this contract the PUBLIC DEFENDER agrees to abide by the provisions of the LEWIS COUNTY INDIGENT DEFENSE STANDARDS and CONDITIONS OF DESIGNATION of District Court copies of which are provided herewith.

3. COMPENSATION

3.1 The PUBLIC DEFENDER will be compensated based upon completed units as noted in Appendix A of this Agreement. Cases charged as Domestic Violence or Driving Under the Influence will be paid an additional one unit. The PUBLIC DEFENDER will be paid an additional TWO UNITS for a Jury Trial, and an additional ONE UNIT for a Bench Trial. The PUBLIC DEFENDER will be paid an additional ONE-HALF UNIT for a CrR 3.6 Suppression Motion that is actually argued in a special set time. Cases that require the services of an Interpreter shall be paid an additional ONE UNIT. The PUBLIC DEFENDER will be paid ONE-HALF unit for representing a defendant at a Show Cause Hearing. The PUBLIC DEFENDER will be paid an additional ONE UNIT for a DV case.

If the PUBLIC DEFENDER is assigned a case that is on appeal to the Superior Court of a District Court decision, said services will be compensated at \$85 an hour plus costs, not to exceed \$1500. Verified hourly billings, signed under penalty of perjury by the attorney seeking payment shall be submitted to the Chief Clerk of the District Court upon completion of the case and prior to any payment being made.

3.2 The PUBLIC DEFENDER services shall be furnished as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this contract by the PUBLIC DEFENDER as an independent contractor. The PUBLIC DEFENDER acknowledges that the entire compensation for this contract is specified in Sections 3.1 and the PUBLIC DEFENDER is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits or any other rights or privileges afforded to Lewis County employees.

3.3 The PUBLIC DEFENDER shall at all times maintain in full force and effect his/her own malpractice insurance.

3.4 The performance of all or part of this contract by the PUBLIC DEFENDER shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the PUBLIC DEFENDER or of any employee of the PUBLIC DEFENDER at the present time or in the future.

3.5 The PUBLIC DEFENDER understands and acknowledges that the County will not withhold federal or state income taxes. Where required by State or Federal law, the PUBLIC DEFENDER authorizes the County to make withholding for any taxes other than income taxes (i.e. Medicare). All compensation received by the PUBLIC DEFENDER will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the PUBLIC DEFENDER to make the necessary estimated tax payments throughout the year, if any, and the PUBLIC DEFENDER is solely liable for any tax obligation arising from the PUBLIC DEFENDER'S performance of this contract. The PUBLIC DEFENDER hereby agrees to indemnify the County against any demands to pay taxes arising from the PUBLIC DEFENDER'S failure to pay taxes on compensation earned under this contract.

4. ATTORNEY STANDARDS OF PERFORMANCE

4.1 The PUBLIC DEFENDER shall provide services to indigent clients in a manner consistent with the Rules of Professional Conduct and the Lewis County Indigent Defense Representation Plan and Indigent Defense Standards.

4.2 The PUBLIC DEFENDER shall provide an explanation and report of all public defense work for other courts during the contract period as well as report hours billed for nonpublic defense legal services in the previous calendar year, including number and types of private cases.

4.3 The PUBLIC DEFENDER shall obtain a minimum of seven hours of criminal defense related CLE training per year. The attorney is responsible for scheduling and paying for this CLE. Verification of compliance with this requirement shall be provided with the attorney's December billing report.

4.4 The PUBLIC DEFENDER shall pay diligent and prompt attention to the duties of representation.

4.5 The PUBLIC DEFENDER, his or her successors or assigns, will protect, save and hold harmless Lewis County, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever, by reason of the acts or omissions of PUBLIC DEFENDER, his or her subcontractors, assigns, agents, contractors, licensees, invitees, employees or any person whatsoever, arising out of or in connection with acts or activities authorized by this contract. PUBLIC DEFENDER further agrees to defend Lewis County and its authorized agents and employees in any litigation, including payment of any costs or attorney's fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this contract. This obligation shall not include claims, costs, damages or expenses, which may be caused by the sole negligence of Lewis County or their authorized agents or employees; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) Lewis County and its agents or employees, and (2) PUBLIC DEFENDER, his or her agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of PUBLIC DEFENDER OR PUBLIC DEFENDER'S agents or employees.

5. MONITORING AND EVALUATION OF ATTORNEYS

5.1 The PUBLIC -DEFENDER shall meet with the Presiding Judge of District Court at least twice a year to review the attorney's compliance with these standards and his performance in providing effective assistance of counsel.

5.2 These evaluations shall be in writing on a form to be developed by the Presiding Judge, and are in the nature of staff evaluations and therefore not subject to public disclosure. During the first year as the PUBLIC DEFENDER, there may be quarterly reviews at the request of either the Presiding Judge or the PUBLIC DEFENDER.

5.3 The PUBLIC DEFENDER shall provide to the court the reports required by this contract and any other materials requested sufficiently in advance of the evaluation meeting.

5.4 If an evaluation is negative in any way, a plan for correction of the perceived problem shall be made and put in writing on the form.

6. TERMINATION

6.1 This contract shall be effective from the date signed for a period of five years and shall continue automatically in effect thereafter for one year terms until modified in writing by the parties. Either party may terminate this contract at any time, with or without cause, upon sixty (60) days written notice to the other signatory. This contract shall automatically terminate upon the disbarment of the PUBLIC DEFENDER. The PUBLIC DEFENDER shall immediately notify the Presiding Judge of the District Courts of his/her suspension and or disbarment.

6.2 This contract shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and Lewis County.

6.3 In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this contract, the venue of such litigation shall be the courts of the State of Washington in and for the County of Lewis.

6.4 If any term or condition of this contract or the application thereof, to any person(s) or circumstances is held invalid, such validity shall not affect other terms, conditions, or application which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared to be severable.

6.5 This written contract represents the entire agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

6.6 In the event that this contract is terminated other than at the end of the close of a calendar month, the PUBLIC DEFENDER'S final payment under this contract shall be based on completed units.

Dated this _____ day of _____, _____

Board of County Commissioners
Defender

Public Defender

WSBA # _____

Appendix A

Payments to PUBLIC DEFENDERS for services rendered under this Agreement shall be as set forth in the table below:

Year	Price Per Unit
2021	\$300.00
2022	\$400.00
2023	\$400.00
2024	\$420.00
2025	\$440.00