

PROFESSIONAL SERVICES CONTRACT

This PROFESSIONAL SERVICES CONTRACT is made this date by and between the CITY OF CAMAS, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as “City”, and Hazen, Hess & Ott, PLLC, Attorneys at Law, of Camas, Washington, hereinafter referred to as “Attorneys,” in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

Section 1. EMPLOYMENT: City hereby contracts with, retains, and employs Attorneys to provide representation of indigent defendants in Camas Municipal Court as hereinafter specified. The relationship between City and Attorneys is that of employer-independent contractor, and not employer-employee. City shall have no obligation to pay FICA, unemployment compensation, workmen’s compensation or other payroll taxes on the compensation paid to Attorney.

Section 2. BASIC SERVICES: The City desires to engage the contractor to provide Legal Services and other related professional services for the City when there is a conflict with the City's Primary Defender. The basic services to be provided by Attorneys shall be the representation of indigent defendants in Camas Municipal Court with conflicts of interest with the primary indigent defense contractor. Attorneys shall provide adequate staffing to meet the terms of this professional service agreement. The managing attorney for Hazen, Hess & Ott, PLLC, shall assure that all partners and associate attorneys providing professional services pursuant to this contract are in compliance with the terms herein. Each attorney providing professional services shall satisfy the requirements for practicing law in Washington, shall adhere to the indigent defense standards, and complete seven hours of continuing legal education within each calendar year they provide services under this contract relating to criminal defense.

The services rendered by Attorneys shall ensure that indigent criminal defendants receive high-quality legal representation. All professional services rendered shall be consistent with the Standards for Indigent Defense. The services rendered shall meet the standards set forth by the American Bar Association, the Washington Bar Association, the Rules of Professional Conduct, case law, and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. Attorneys shall comply with the caseload limitations imposed pursuant to Court

Rule, adopted standards of the Washington State Supreme Court, and adopted standards of the City. Each attorney providing professional services shall quarterly certify their compliance with the standards for indigent defense by filing a certification of compliance as required by CrR 3.1, CrRLJ 3.1, and JuCR 9.2 with the Camas Municipal Court, and providing a copy of the certification to the City.

Attorneys shall provide each client the time and effort necessary to ensure effective representation. The services to be rendered shall include but not be limited to (1) having an attorney on call to consult telephonically with indigent defendants; (2) providing an attorney to represent in-custody indigent defendants at the Clark County Courthouse on the arraignment docket; (3) representing indigent defendants during pre-trial proceedings; (4) representing indigent defendants at trial and at any sentencing hearings; (5) providing such other professional services as are customary in the representation of criminal defendants; and (6) maintaining an office to provide meetings and contact with clients.

The services to be rendered by Attorneys shall not include (1) representation of indigent defendants on appeal from Camas Municipal Court; (2) making first appearances with individuals who qualify for indigent representation at their first appearance; and (3) regular appearances in the District Court Specialty Court such as the Substance Abuse Court, Mental Health Court, or Veterans Court.

Section 3. COMPENSATION:

3.1 **Basic Compensation:** As basic compensation for the professional services to be rendered hereunder, City shall pay Attorneys the sum of three hundred and twenty-five dollars (\$325.00) per conflict case, payable upon vouchering by the contractor to the City.

3.2 **Jury Trial Fee:** In addition to basic compensation, City shall pay attorney the sum of \$300.00 per jury trial with a maximum of \$1,200.00 in any calendar year, upon proper vouchering to the City.

3.3 **Investigation Fee:** In addition to basic compensation, City shall pay for defense investigation fees up to \$80.00 per month approved by court order upon proper vouchering to the City.

3.4 **Expert Fee:** In addition to basic compensation, City shall pay for reasonable

and necessary expert services approved by court order.

3.5 Interpreter Fee: Attorneys shall not be responsible for interpreter fees.

Section 4. DURATION: This agreement shall commence on the date of execution, and shall terminate on December 31, 2017.

Section 5. PERIODIC ACCOUNTING: Attorneys shall provide City with quarterly accountings, summarizing defendants services rendered under this contract. Attorneys may elect to provide monthly reports. The accounting shall include the names of all indigent defendants represented, the charges, if a jury trial was conducted, the disposition, the total number of cases for the period, the total number of cases for the year to date, and the number of probation violations and other miscellaneous post sentencing hearings assigned. The accounting shall also include the names and bar numbers of the attorneys providing services during each quarter.

In addition, Attorneys shall annually provide a report to the City which includes the number and type of cases in their private practice, the number and type of other public defense contracts, if any, and the total hours billed for non-public defense cases, if any.

Section 6. CONFLICTS OF INTEREST: Whenever Attorneys are precluded from representing an indigent defendant due to a professional conflict of interest, Attorneys shall notify City and Camas Municipal Court Judge of such conflict as soon as practicable. The City shall be responsible for arranging for substitute legal counsel for appointment by the Camas Municipal Court Judge.

Section 7. LIABILITY INSURANCE: Attorneys shall maintain professional liability insurance in a minimum amount of \$200,000 per incident and \$500,000 aggregate for each attorney providing professional services. Attorneys are solely responsible, and shall hold the City harmless for any and all liability arising from the representation of clients described herein. Attorneys shall provide current proof of insurance to the City annually, and provide each renewal of coverage.

Section 8. WARRANTY: Attorneys warrant that the compensation provided herein is sufficient to provide adequately for the agreed services, attorney and staff training, administration and staff services, and infrastructure required to meet the standards set forth herein.

