

**GRAYS HARBOR COUNTY SUPERIOR COURT  
2019 INDIGENT DEFENSE CONTRACT**

The undersigned, an Attorney at Law licensed to practice in the State of Washington, agrees to represent indigent defendants before the Superior Court of Washington for Grays Harbor County under the following terms and conditions:

**1. Duties of Attorney.** The Attorney agrees to represent, advise, defend in court and otherwise provide legal assistance to indigent defendants in accordance with the Code of Professional Responsibility and the best standards of the legal profession in the matter for which the Attorney has been appointed. In providing such services the Attorney agrees that:

(a) The Attorney will accept and handle such felony or other cases for which the court is required to appoint counsel as may be assigned by a superior court judge or court commissioner. The Attorney shall not be assigned to more than 150 cases per calendar year, not including probation violations.

(b) Upon notice of appointment the Attorney shall promptly file written notice of appearance and arrange an initial interview with the indigent.

(c) The Superior Court shall at all times retain the unqualified discretion as to the appointment or removal of the Attorney in any case and whether one or more attorneys shall be assigned to a case, all subject to applicable laws and court rules. Acceptance of this contract does not obligate the County or Court to appoint the Attorney to represent any indigent defendants or to handle any particular number of cases.

(d) The services of the Attorney in every case, unless otherwise ordered by the Court, shall continue until the case has been terminated by final judgment or order of dismissal, including final rulings on post-trial motions (if any), and the filing of notice of appeal if required. The services shall include the preparation of work release or other special disposition paperwork if contemporaneous with final judgment.

(e) The Attorney, within fifteen (15) days following execution of this contract, shall provide a certification that he/she meets the qualifications set forth in Standard 14 of the Standards for Indigent Defense adopted by the Washington Supreme Court for representation in felony cases.

The Attorney shall also file the quarterly Certification of Compliance under CrR 3.1 with the Court Administrator and the Public Defense Coordinator. Said certifications shall be due no later than January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup> of each year.

(f) During the period of this contract the Attorney shall attend at least one training session each year which is approved by the Washington State Office of Public Defense as provided in Exhibit A. On or before December 31<sup>st</sup> of each year the Attorney shall provide a certified statement specifying the name, date and location of the training to the Court Administrator and the Public Defense Coordinator.

2. **Payment.** In consideration of such services, the Attorney shall be paid by Grays Harbor County, by order directing payment through the County Auditor, upon completion of the services in each case, as follows:

(a) **FELONY CASES:** The Attorney will be paid \$650 for each class B or lesser felony case and \$1035 for each class A felony case which, except as otherwise provided herein, shall be full compensation for the Attorney's service through the final termination of the case in trial court. If the defense should require one or more defense motions requiring specially scheduled evidentiary hearings, the Attorney will be paid the additional sum of \$325 for such services. For services in the trial of cases, the Attorney will be paid the additional sums of \$650 for the first day of trial (or fraction thereof) and \$325 for each additional half day (or fraction thereof) during which the Attorney is required to be in attendance to the court.

In addition to the above, the Attorney will be paid \$75 per hour for all out of court work in the following cases: murder, homicide by abuse, assault 1, rape 1, rape of a child 1, manslaughter 1, arson 1, vehicular homicide, and any other case where the defendant would be sentenced to life, without parole, if convicted. The presumptive maximum time for which this additional compensation will be allowed is 25 out of court hours for a plea and 100 out of court hours for a trial. Compensation for time beyond these presumptive maximums may be paid only with the prior consent of the court, for good cause shown.

(b) **NON-FELONY CASES.** A case which is not a felony shall be paid at the following rates (or such other rate the court may determine under subsection (c)):

**Probation Violation** --- \$325

**Other Appointments** --- \$325 plus \$60 per hour after the first four hours

(c) If the court should conclude that any given case will involve or has involved extraordinary problems requiring services clearly beyond those contemplated by this contract, the court may negotiate a special fee contract at the outset, allow an additional sum at the conclusion of the case, assign more than one attorney to the case with the same or different fee contracts, or take whatever other steps the court may deem appropriate.

(d) If an Attorney is replaced by another attorney during the pendency of a case, the court shall prorate the final allowance as fairly as possible.

(e) The Attorney's ordinary business expenses are deemed included in the above rates.

(f) The court may order partial payment prior to the conclusion of a case, but only where the circumstances justify such advance payment, for example, if a case becomes dormant by reason of the defendant's disappearance or other incidence.

(g) All claims for payment must be submitted to the Court Administrator no later than thirty (30) days following the last day of the month in which a case was completed.

(h) In the event appointed counsel's client fails to appear at any mandatory appearance and a warrant is issued for that client's arrest, defense counsel may be allowed to withdraw after 30 days have passed. In the event the client reappears before the court in that same case within six (6) months of the date that the warrant issued for the client's arrest for having failed to appear, former counsel may be reappointed and the case shall not constitute a "new" case, but continue to be counted as if the client had not failed to appear and the counsel had not withdrawn.

(i) In the event appointed counsel withdraws from the case for any other reason, the Court may approve payment at the full reimbursement case rate, provided counsel has appeared at least once in the matter. If the same counsel should be reappointed within six (6) months of the date of withdrawal, the case shall not constitute a "new" case, but will continue to be counted as if the defense counsel had not withdrawn.

3. **Reports.** To assist the Court in the administration of indigent defense legal services, the Attorney shall provide a summary of cases assigned to the Attorney on forms to be provided by the Court. The report shall include case name, cause number, nature of the case, and disposition (if any). In addition, the Attorney shall report all hours billed for nonpublic defense legal services, including the number and types of private cases. The report shall be provided to the Court Administrator on or before the 15th day of each calendar month.

4. **Hold Harmless Insurance.** The Attorney agrees to hold the county harmless and defend any action arising against the County because of the alleged negligence or intentional misconduct of the Attorney, Attorney's employees or agents. The Attorney shall, at all times, maintain errors and omissions liability insurance coverage with a minimum individual coverage limit of at least \$100,000 per occurrence, \$300,000 annual aggregate limit, and shall provide the Court Administrator with a certificate of such insurance by January 31<sup>st</sup> of each year. Said certificate shall state that such insurance is in force and that such insurance will not be canceled without first giving thirty (30) days written notice to County by delivering such to the Clerk of the Board of County Commissioners.

5. **Non-assignability.** The Attorney shall not assign this contract or any rights or duties hereunder. The Attorney's duties shall not be delegated without court permission.

6. **Term.** This contract shall be effective November \_\_\_\_\_, 2019, through December 31, 2019, inclusive, unless otherwise terminated as provided for herein; however, the Attorney shall complete the cases already assigned to him or her during the effective contract term.

7. **Termination.** The Court shall retain the discretion to release Attorney from assigned cases pursuant to **Section 1(c)** under any termination provision described below. If Attorney is unable to continue representation after termination, as provided in this section, then Attorney shall provide all discovery to defendant's new counsel.

(a) For Cause: Either party may terminate this Agreement immediately in the event the other party fails to perform its obligations as described in this Agreement and such failure has

not been corrected to the reasonable satisfaction of the injured party in a timely manner after notice of breach has been provided to the other party. Compensation for cases assigned prior to the effective day of termination shall be as provided under this Agreement.

(b) For Reasons Beyond the Parties' Control: Either party may terminate this Agreement immediately without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's control, including but not limited to acts of nature, war, riot, personal disability or superior governmental regulation or control.

(c) Without Cause: Either party may terminate this Agreement without cause upon 90 days written notice, which date of termination shall correspond to the last day of a calendar month. The contracting attorney shall be responsible for completion of cases assigned prior to the effective date of termination. Agreement shall be effective unless in writing and signed by the authorized representative of the parties hereto.

8. **Entire Agreement.** This instrument and the separate GHC Department of Public Defense Attorney Application contain the entire Agreement between the parties and may not be enlarged, modified or altered except in writings signed by the parties.

9. To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and court rules shall control.

DATED: \_\_\_\_\_, 2019

**Signature:** \_\_\_\_\_

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Special Conditions: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF GRAYS HARBOR COUNTY**

\_\_\_\_\_  
**Chairman of the Board**

\_\_\_\_\_  
**Date**