CITY OF STANWOOD

CONTRACT FOR CONFLICT PUBLIC DEFENSE SERVICE

1. PARTIES.

This Professional Services Agreement, ("Agreement"), is entered into as of the Effective Date specified below between the City of Stanwood, a Washington municipal corporation having its principal place of business at 10220 270th NW, Stanwood, Washington 98292 ("City"), and Natalya Forbes, Natalya Forbes Attorney at Law doing business at 3631 Colby Avenue, Everett, Washington 98201, ("The Conflict Attorney").

2. RECITALS.

2.1 City desires to obtain professional services for work related to conflict public defender services for indigent criminal defendants charged under ordinances of the City of Stanwood who qualify for appointed counsel.

2.2 The Conflict Attorney represents that he/she is available and able to provide sufficient qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services in accordance with applicable standards of professional conduct, the City's Standards for Indigent Defense, and the Washington State Supreme Court standards for indigent defense, as these now exist, or may be amended from time to time.

2.3 The Attorney agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein, it is agreed by and between the parties as follows:

3. TERMS AND CONDITIONS.

3.1 Services.
City hereby retains the Conflict Attorney, and the Conflict Attorney agrees to perform the work and services in accordance with this Agreement and the attached Scope of Work and Performance Expectations (Exhibit A).

3.1.1 Determination of indigence for eligibility for appointed counsel under this Contract shall be determined by the Court. The Court or persons directed by the Court shall be responsible for handling the screening process. Should the Conflict Attorney determine a defendant is not eligible for assigned counsel; the Attorney shall withdraw from the case and so advise the Court and the City of the withdrawal and the reason therefore.

3.1.2 Defendant shall have reasonable access to the Conflict Attorney assigned to him/her. Qualifying criminal defendants shall be provided local telephone access to the Conflict Public Defense Professional Services Agreement

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Attorney. In addition, the Conflict Attorney will secure and maintain office space reasonably accessible and available at times to meet with defendants. Individuals in custody in the State of Washington shall be provided access by calling the Conflict Attorney collect or through a process established at the Snohomish County Jail. If the Attorney is appointed to represent an incarcerated defendant who remains in custody prior to trial, the Attorney agrees to conduct interview with such defendant either in person or by phone, as deemed necessary by the Conflict Attorney.

3.1.3 Any counsel associated with or employed by the Conflict Attorney shall have the skill, qualifications and authority to perform the services called for herein with the prior approval of the city, and the Attorney may employ associated counsel to assist at the Attorney's expense.

3.2 **Engagement and Compensation.**

City hereby engages the Conflict Attorney, and the Conflict Attorney agrees to provide the Services, as specified in this Professional Services Agreement.

3.2.1 Except as otherwise provided herein, City shall pay the Conflict Attorney for Services rendered under this Contract a flat fee per case of Five Hundred Dollars ($500.00). Such flat fee shall be compensation for all services rendered until case disposition. The flat fee is contemplating an hourly fee of Forty Dollars ($40) per hour with an average case time of 12-13 hours. The attorney may petition the city for additional fees, of up to $500 more, if a case is unusual and requires an extraordinary amount of time.

Post disposition hearings, such as review hearings, and motions to vacate are payable at Forty Dollars ($40) per hour.

3.2.2 The fee set forth in 3.2.1 shall include arraignments (if Conflict Attorney is appointed prior to arraignments and in custody calendars). The fee set forth in 3.2.1 above shall not include services for each stage of appeal in the event of an appeal from a final order of the Snohomish County District Court, Cascade Division to the Snohomish County Superior Court. Appeals shall be payable at a flat fee of One Thousand Two Hundred Dollars ($1200).

3.2.3 In addition to the payments referenced in 3.2.1 above, the City shall pay the Conflict Attorney for reasonable and necessary other costs approved by the Court in accordance with the City's Standards for Indigent Defense.

3.2.4 The Attorney shall submit a monthly invoice to City the month following appointment to a case, which shall be supported by a report in accordance with Section 9 of the City's Standards for Indigent Defense on forms prescribed by the City. The City shall pay the Attorney within thirty (30) days of the receipt of a correct invoice in accordance with City's usual payment procedures. If City objects to all or any portion of any invoice, it shall so notify the Attorney within fifteen (15) days from the date of receipt but shall pay the undisputed portion of the invoice. The parties shall immediately make every effort to settle the disputed portion of any invoice.
3.3 **Term.**
This Professional Services Agreement shall become effective upon mutual execution and shall remain in effect until terminated pursuant to Section 3.7 below. Notwithstanding termination of this Professional Services Agreement, the Conflict Attorney shall remain obligated to represent clients for whom the Conflict Attorney has been appointed until the conclusion of client’s case. The Conflict Attorney acknowledges that the Services shall be provided on a non-exclusive (there may be multiple Conflict Attorneys) on an “as needed / as appointed” basis.

3.4 **Relationship of Parties.**
The Conflict Attorney is an independent contractor under this Agreement, and the parties intend that an independent contractor-client relationship is the only City of Stanwood relationship created by this Agreement. No employee, agent, representative or by Conflict Attorney's representatives of Conflict Attorney shall be or shall be deemed to be the employee, agent representative or sub consultants of City. Conflict Attorney has no authority, and will not represent itself to have authority, to legally bind City or otherwise act for, or on City's behalf. None of the compensation or other benefits provided by City to its employees shall be available to the Conflict Attorney's employees, agents, representatives or by Conflict Attorney's representatives. The Conflict Attorney shall be solely responsible for all compensation, taxes, withholding, and other benefits due to its employees, agents, representatives, subcontractors and by Conflict Attorney's representatives. The Conflict Attorney shall be solely responsible for its acts and omissions and for the acts and omissions of The Conflict Attorney's agents, employees, representatives, subcontractors and by Conflict Attorney's representatives during performance of this Agreement. On or before the Effective Date, the Conflict Attorney shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish the Attorney's status as an independent contractor.

3.5 **Services Performed at the Attorney's Risk.**
The Attorney shall take all precautions reasonably necessary to perform the Services and shall be responsible for the safety of its employees, agents and his/her representatives in the performance of the Services.

3.6 **Supervision, Inspection and Performance.**

3.6.1 Even though the Conflict Attorney is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of City and shall be subject to City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

3.6.2 The Conflict Attorney represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by the Conflict Attorney, its employees, or by Conflict Attorney's representatives whose selection has been authorized by City; provided that City's authorization shall not relieve the Conflict Attorney or by Conflict

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Attorney's representatives from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. The Conflict Attorney shall ensure that all contractual duties, requirements and obligations that the Attorney owes to City shall also be owed to City by Conflict Attorney's representatives retained to perform the Services.

3.6.3 The Conflict Attorney shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services pursuant to this Agreement. The Conflict Attorney shall perform the Services so that the Services conform to the highest professional standards. The Conflict Attorney shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Conflict Attorney Services under this agreement.

3.7 Termination of Agreement.
Either party may terminate this agreement upon 20 days written notice to the other party. Any payment due to the Conflict Attorney at the time of termination will be paid pursuant to this agreement.

3.8 Discrimination.
When hiring of employees to perform Services, and in any subcontract arising hereunder, the Conflict Attorney, its representatives, or any person acting on behalf of the Conflict Attorney or his/her representatives shall not, by reason of race, religion, color, age, sex, national origin or the presence of any sensory, mental or physical handicap, veteran status, or sexual orientation, discriminate against any person who is qualified and available to perform the Services to which the employment relates.

3.9 "Indemnity Obligations" - Indemnification and Compliance with Law.

3.9.1 The indemnification and defense obligations specified in this Section 3.9 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by City of or for any Services performed by the Conflict Attorney shall not be grounds for avoidance of any Indemnity Obligations.

3.9.2 To the maximum extent permitted by law, the Conflict Attorney, for itself, its employees, subcontractors, assignees and agents (collectively "The Attorney" for purposes of this Section 3.9), agrees to indemnify and hold harmless City and its elected and appointed officers, employees and agents (collectively "City" for purposes of this Section 3.9) from and against any and all suits, claims, actions, losses, costs, attorney fees and expenses, liabilities, penalties, judgments, settlements, and damages of whatsoever kind or nature (collectively "Claims") arising out of, in connection with, or incident to the Conflict Attorney's errors, acts or omissions occurring in the performance of the Services and the Conflict Attorney's obligations under this Agreement, except and to the extent
judicially determined to have been caused by the sole negligence of City. The Conflict Attorney's Indemnity Obligations include the obligation to:

A. Satisfy any judgment or other final decision of a court or other tribunal,

B. Pay any reasonable settlement negotiated by City with respect to the Claims, and

C. Pay all Claims against City by an employee or former employee of the Conflict Attorney or its Attorneys.

3.9.3 The Conflict Attorney further agrees to waive, and that this indemnification constitutes the Attorney's waiver of, immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification, and that this waiver has been mutually negotiated.

3.9.4 The Conflict Attorney further agrees to defend all Claims against City which, if proven, could result in liability to City for loss or damage caused by all such errors, acts, or omissions of The Conflict Attorney. The Conflict Attorney's obligation to defend shall include prompt payment of all reasonable attorney fees, costs and expenses incurred in the defense of such claims, including those incurred by City.

3.9.5 The Conflict Attorney shall comply, and shall ensure its attorneys, assignees and subcontractors comply, with the terms of this Agreement and with all applicable city, state or federal laws, rules or regulations.

3.10 **Insurance.**

Unless otherwise stated herein, the following Insurance requirements shall apply.

3.10.1 **Insurance.**

The Conflict Attorney shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Conflict Attorney, its agents, representatives, or employees.

3.10.2 **No Limitation.**

The Conflict Attorney's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Attorney to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

3.10.3 **Minimum Scope of Insurance.**

The Attorney shall obtain insurance of the types described below:

A. **Commercial General Liability insurance** shall be written on ISO occurrence form CG 00 Oland shall cover liability arising from premises,
operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Attorney's Commercial General Liability insurance policy with respect to the work performed for the City.

B. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

C. **Professional Liability Proof of Professional Liability Insurance.** The Attorney shall indemnify and hold the City, its elected officials, officers and employees harmless from any and all claims, losses or liability, including attorney's fees, whatsoever arising out of the Attorney's performance of obligations pursuant to this Contract, including claims arising by reason of accident, injury or death caused to persons or property of any kind occurring by the fault or neglect of the Attorney, his agents, associates or employees, or occurring without the fault of neglect of the city. With respect to the performance of this agreement and as to claims against the City, its officers, agents and employees, the Attorney expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Attorney. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent of any of the damages referred by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents, and employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of negligence of the Attorney, its officers, agents, employees, subcontractors and assignees.

3.10.4 **Minimum Amounts of Insurance.**
The Attorney shall maintain the following insurance limits:

A. **Automobile Liability insurance** with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident provided that this requirement is waived if the only vehicles used for purposes of fulfilling this contract are insured separately on a personal policy.

B. **Commercial General Liability insurance** shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

C. **Professional Liability insurance** shall be written with limits no less than $1,000,000 per claim and $2,000,000 policy aggregate limit.

3.10.5 **Other Insurance Provisions.**
The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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A. The Conflict Attorney's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Conflict Attorney's insurance and shall not contribute with it.

B. In the event that the Conflict Attorney receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Conflict Attorney shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

3.10.6 Acceptability of Insurers.
Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

3.10.7 Verification of Coverage.
The Conflict Attorney shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Attorney before commencement of the work.

3.11 Disputes and Remedies.

3.11.1 Choice of Law; Venue.
This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Stanwood County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

3.11.2 Dispute Resolution.
All claims, counterclaims, disputes, and other matters in question between City and the Conflict Attorney arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, data, contentions, and so forth. The City Manager or designee shall consult with the Conflict Attorney's representative and make a determination within thirty (30) calendar days of such referral. Should the claims, counterclaims, or disputes not be resolved by the City's decision, the parties shall refer the matter to professional mediation in Stanwood County, Washington, which shall be conducted within thirty (30) calendar days of the City's decision. The cost of mediation shall be shared equally. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such mediation. In the event of litigation between the Conflict Attorney and City to enforce the rights under this Agreement, reasonable attorney fees and expenses shall be allowed to the prevailing party.
3.12. **Remedies.**
City's rights and remedies in this Agreement are in addition to all other rights and remedies provided by law. City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

3.13 **Notice.**
All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

CITY OF STANWOOD
Attention: City Administrator
10220 270th NW
Stanwood, WA 98292

ATTORNEY
Natalya Forbes
3631 Colby Avenue
Everett, WA 98201

**Entire Agreement.**

3.14 The written terms and provisions of this Agreement, together with all referenced Exhibits, which are incorporated herein by this reference, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

3.15 **Priority of Documents.**
In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

3.16 **Modification.**
No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and the Attorney.

3.17 **Assignment/Subcontract.**
Any assignment or subcontracting of this Agreement or any of the services to be provided hereunder by the Attorney without the prior written consent of City shall be void.

3.18 **Waiver.**
A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

3.19 **Third-Party Beneficiaries.**
There are no third-party beneficiaries to this Agreement.

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3.20 **Counterparts.**
This Agreement shall be signed in duplicate or triplicate and may not be signed in counterparts.

3.21 **Authorized Signatures.**
By their signatures below each party represents that it has taken all necessary steps and is fully authorized to sign for and on behalf of the named principal above.

3.22 **Effective Date.**
This Agreement shall be effective on the last date entered by the parties below.

**CITY OF STANWOOD**

Mayor

8-2-17

Date

**CONFLICT ATTORNEY**

Natalya Forbes

8-13-14

Date

Attest:

City Clerk

Approved as to form:

Grant K. Weed, City Attorney
EXHIBIT A

SCOPE OF WORK AND PERFORMANCE EXPECTATIONS:

1. The Conflict Attorney may be appointed to represent defendants and manages cases through trial, sentencing, post-sentence review and any appeals up to and including the Superior Court, specifically indigent criminal defendants charged under ordinances of the City of Stanwood and State of Washington who the City or Court shall specifically appoint to Conflict Attorney.

2. The Conflict Attorney will provide criminal defense services as needed for in-custody calendars, and shall attend all hearings and trials involving defendants on whose behalf the Conflict Attorney has been appointed, and will be available to talk with or meet, in person with indigent defendants in person and/or the Stanwood Municipal Court and jail facilities.

3. The Conflict Attorney will endeavor to meet with clients within 72 hours, will investigate facts and perform legal research, pursue Knapstead and CrRLJ 3.6 motions, and try cases as deemed appropriate in the exercise of Conflict Counsel’s sound legal judgment.

4. The Conflict Attorney may withdraw upon completion of the case as allowed by the Rules of Professional Conduct.

5. The Conflict Attorney must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association.

6. The Conflict Attorney has been provided a copy of the City adopted Standards for Indigent Defense and agrees to read and familiarize himself with them. Said Standards are incorporated herein by this reference as though fully set forth herein. Conflict Attorney agrees to comply with and follow said standards in the performance of this Contract.
EXHIBIT B
DEFENSE STANDARDS OF THE CITY OF STANWOOD, WASHINGTON

The City Council of the City of Stanwood, Washington, hereby establishes these Indigent Defense Standards, including the statements of Purpose, Applicability, Other Applicable Standards and Interpretation, as the Indigent Defense Standards of the City of Stanwood, Washington.

A. PURPOSE

These Indigent Defense Standards ("Standards") are adopted to comply with RCW 10.101.030:

RCW 10.101.030
Standards.

Each county or city under this chapter shall adopt standards for the delivery of public defense services, whether those services are provided by contract, assigned counsel, or a public defender office. Standards shall include the following: Compensation of counsel, duties and responsibilities of counsel, case load limits and types of cases, responsibility for expert witness fees and other costs associated with representation, administrative expenses, support services, reports of attorney activity and vouchers, training, supervision, monitoring and evaluation of attorneys, substitution of attorneys or assignment of contracts, limitations on private practice of contract attorneys, qualifications of attorneys, disposition of client complaints, cause for termination of contract or removal of attorney, and nondiscrimination. The standards endorsed by the Washington State Bar Association for the provision of public defense services should serve as guidelines to local legislative authorities in adopting standards.

B. APPLICABILITY

These standards are incorporated into each professional services agreement for public defense services ("the Services") to which the City of Stanwood is a party and are applicable to each individual assignment of counsel for an indigent defendant made by the Cascade District Court.

C. OTHER APPLICABLE STANDARDS

The Rules of Professional Conduct as promulgated and amended from time to time by the Washington State Supreme Court apply to all attorneys licensed to practice in the State of Washington.

The New Standards for Indigent Defense as established by Order dated June 15, 2012, as amended from time to time, apply to all attorneys contracted or appointed to provide indigent defense services in the State of Washington.

Violation of other applicable standards is a violation of these Standards.

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D. INTERPRETATION

Where uncertainty exists in the application of the Standards, they shall be interpreted in the manner most likely to comply with the Sixth Amendment to the United States Constitution to fulfill the requirements of Gideon v. Wainwright, 372 US 335 (1963), and the requirements of the Memorandum Decision dated December 4, 2012, in Wilbur v. Mount Vernon, United District Court for the Western District of Washington No. C11-1100RSL.

“Indigent defense” has the same meaning as “public defense” and applies to attorneys contracted to provide public defender services to eligible persons charged in the Cascade District Court as well as to any attorney appointed by the Cascade District Court to defend an indigent person in a particular case. “Public defender” also includes “appointed counsel.”

E. THE STANDARDS

Standard One. Qualifications of attorneys.

1.1 All attorneys providing Services in Stanwood cases shall at all times be licensed attorneys in good standing with the Washington State Bar Association.

1.2 In a firm providing Services, one attorney shall be designated as the lead attorney.

1.3 The designated public defender or the designated lead attorney in a firm providing public defense services by contract shall have a minimum of five years of experience in a practice emphasizing criminal defense.

1.4 Other attorneys in a firm providing public defense services should have the required knowledge, experience and skill for the cases assigned. The most complex cases should be assigned to the most experienced attorneys. Less experienced attorneys may be assigned cases for which they have the required knowledge and skill, subject to supervision by the lead attorney.

1.5 No attorney in a firm providing public defender services shall be assigned sole or primary responsibility for a case unless the lead attorney determines that attorney has the required training, experience, knowledge and skill.

1.6 Interns working under the immediate supervision of a licensed attorney may assist on a case in any manner permitted by Rule 9.

Standard Two. Training, supervision, monitoring and evaluation of attorneys.

2.1 All attorneys providing public defense services shall participate in a minimum of seven hours of continuing legal education per year in areas relating to criminal defense law and practice.

2.2 The designated lead attorney in a firm providing public defender services shall be responsible for the training, supervision, monitoring, and evaluation of all attorneys in the firm providing Conflict Public Defense Professional Services Agreement.

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public defender services, and shall maintain a record of all training activities, including date, topic and names of the attorneys participating. If as a result of supervision, monitoring and evaluation, the lead attorney determines that another attorney’s performance falls below these standards, the lead attorney shall require additional applicable training for that attorney, including additional CLE training. If the lead attorney determines that, after receiving appropriate additional training, another attorney’s performance persistently falls below these standards, the lead attorney shall not assign that attorney City of Stanwood cases.

2.3 In addition to required continuing legal education (CLE) training, in firms in which three or more attorneys provide indigent defense services to the City of Stanwood, the lead attorney should provide for in-house training, including training relating to professional responsibility, developments in the law, trial advocacy, rules and procedures in the Cascade District Court, and other appropriate topics for professional development.

**Standard Three. Types of cases.**
Representation shall be provided for eligible defendants for all cases filed in Cascade District Court for offenses defined as misdemeanors or gross misdemeanors by the ordinances of the City of Stanwood in which there is a possibility of incarceration upon conviction, and appeals therefrom.

**Standard Four. Duties and responsibilities of counsel.**

4.1 Services shall be provided to all clients whose eligibility has been determined by the City of Stanwood through an established screening process in a professional, skilled manner consistent with the minimum standards set forth by the American Bar Association, the Washington State Bar Association, the Rules of Professional Conduct, case law and applicable court rules and decisions defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender’s primary and most fundamental responsibility is to promote and protect the interests of the client.

4.2 Services to be provided to clients shall include, at a minimum, conferring with the client promptly after appointment, investigation of the facts of the case, legal research as required, and motions, trial or plea negotiation as may be appropriate in the case, with due regard for the desires of the client.

4.3 All Public Defenders providing services by contract shall certify their compliance with the standards for indigent defense by filing a Certification of Compliance quarterly, as required by CrR 3.1, CrRLJ 3.1, and JuCR 9.2. Such forms shall be filed with Cascade District Court. Copies of each Public Defender’s certification shall be provided to the City.

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The City of Stanwood has a constitutional obligation to provide Public Defense Services that ensure that public defense attorneys and staff are compensated at a rate commensurate with their training and experience. For conflict and other assigned counsel, reasonable compensation shall also be provided. Compensation shall reflect the time and labor required to be spent by the attorney and the degree of professional experience demanded by the assigned caseload. Contracted and assigned counsel shall be compensated for reasonable out of pocket expenses.

5.1 The contract shall provide for extraordinary compensation in the event that a particular case requires an extraordinary amount of time and preparation. The conditions under extraordinary fees may be charged will be defined within any contract.

5.2 Attorneys with a conflict of interest shall not be required to compensate the new, substituted attorney under the contract.

Standard Six. Administrative costs and support services.

6.1 All contracts for Services shall provide sufficient amounts, in addition to reasonable compensation for attorneys, for adequate administrative expenses and supports services, including providing for adequate office space, staffing and other costs associated with the day-to-day management of a law office. Administrative expenses include travel, telephones, law library including electronic legal research, financial accounting, case management systems, computers and software, office space and supplies, training. Support services include secretaries, word processing staff, paralegals, and access to translators, social work staff, mental health professionals, and immigration law advice, as appropriate.

6.2 All attorneys providing Services shall make adequate provision for administrative costs and support services. Private offices and/or conference rooms shall be available which are convenient to defendants charged in Cascade District Court and allow the maintenance of confidentiality. Public Defenders shall maintain a telephone system, Internet access and postal address to enable convenient confidential attorney-client communications.

Standard Seven. Responsibility for expert witness fees and other costs associated with representation.

7.1 The expenses of expert witnesses and investigative costs engaged by the Public Defender in appropriate cases shall be borne by the City.

7.2 The services of expert witnesses will be paid directly by the City when approved by the Court through ex parte motion.

7.3 Investigative services shall be employed as appropriate. The investigator shall have appropriate training and experience in the area of criminal defense and investigations relating to criminal matters. Contracts for Public Defense Services may include investigative services as a
part of reimbursed overhead included in the contract compensation for investigators employed by a firm.


8.1 The City of Stanwood adopts an unweighted case counting system. A “case” means the filing of a citation or complaint naming a person as defendant and alleging that person has violated an ordinance of the City of Stanwood defining a misdemeanor or gross misdemeanor crime in which there is a possibility of incarceration upon conviction.

8.2 A criminal matter shall be defined as one (1) case for caseload limit purposes no matter how many charges are filed against the individual, so long as all the charges arise out of the same incident. Any additional charges filed against the same defendant, arising out of a separate incident, shall be counted by the Public Defender as a new case.

8.3 Each case is counted at the time of initial appointment, regardless of any subsequent proceedings resulting from a client’s failure to appear. Post-conviction proceedings will be counted as a new case, provided, when the case is in post-conviction status, the case will be counted as a new case only once.

8.4 The caseload of a full time public defender or assigned counsel shall not exceed four hundred cases per year.

8.5 The caseload of a public defender who also maintains a private practice shall not exceed the number of cases resulting from multiplying 400 cases by the percentage of his or her time the public defender devotes to providing public defense services.

Standard Nine. Reports of attorney activity and vouchers.
9.1 Public Defenders or firms providing public defense services shall maintain a case reporting system and information management system. The Public Defender or firm providing public defense services shall provide annual and monthly reports to the City regarding the caseloads generated under the contract for each attorney and intern providing services under the contract.  
9.2 The monthly caseload reports to be provided shall identify the number of cases assigned, the case count year-to-date, and records of the time expended on each case. The monthly caseload report shall also include information relating to calculation of caseload under public defense contracts with other jurisdictions and private practice caseload to permit the City to monitor and evaluate compliance with these Standards. The City may require supplementation of reports if the information provided does not allow evaluation of the Public Defender’s compliance with caseload limits.

9.3 The annual caseload reports shall contain a summary of the monthly reports and include the contacts and meetings with assigned defendants, whether a jury trial was used or a plea was bargained, and use of private investigators and experts witnesses. The annual report shall also include the number of cases assigned to conflict attorneys, the status and nature of any client

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complaints, and whether any convictions were appealed. All information in the reports shall be provided in a manner consistent with attorney-client confidences.

9.4 Requests for payment shall be made by voucher on a form approved by the Finance Director and supported by the monthly caseload report.

**Standard Ten. Limitations on private practice of contract attorneys.**

Subject to the provisions of Standard Eight on Caseload Limits, there is no prohibition on a public defender engaging in private practice, provided, such private practice does not interfere with performance of Public Defense Services and complies with all requirements of the Rules of Professional Conduct.

**Standard Eleven. Substitution of attorneys or assignment of contracts.**

11.1 The contract for Public Defense Services shall not be assignable without the express written consent of the City.

11.2 In the event of conflict or removal of the Public Defender, Conflict Counsel shall be assigned, either by separate contract with Conflict Counsel or by court appointment. In the event that alternative or Conflict Counsel is required to be assigned, the Public Defender shall bear no part of the costs associated with the appointment of an alternative or Conflict Counsel. The contract should address the procedures for continuing representation of clients upon conclusion of the agreement.

11.3 Conflict Counsel shall adhere to the standards established by this resolution, including but not limited to, an evaluation of the overall case count annually by Conflict Counsel under the procedures set forth in this agreement.

**Standard Twelve. Disposition of client complaints.**

12.1 Attorneys providing Services shall provide forms and procedures for complaints regarding the provision of Services to any client indicating a desire to make a complaint.

12.2 Attorneys providing Services shall discuss any complaints received with the client and attempt to resolve such complaint.

12.3 Complaints remaining unresolved after a meeting between the attorney and client, or any complaint regarding a violation of any of these Standards, shall be forwarded to the City Manager, provided, however, that any complaint regarding trial strategy or any other matter which could breach confidentiality shall be referred to the Washington State Bar Association or the presiding judge of Cascade District Court. Nothing in this section or in these standards should be interpreted to require the Public Defender or any indigent defendant to breach any duty of confidentiality, including, but not limited to trial strategy.

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Standard Thirteen. Termination of contract or removal of attorney.

13.1 The City may terminate the contract for Public Defense Services either “for cause,” after such notice and opportunity to cure as is warranted in the circumstances, or “for convenience,” on 90 days’ notice of termination.

13.2 Removal by the Court of counsel from representation normally should not occur over the objection of the attorney and the client.


The Public Defender shall comply with all federal, state and local non-discrimination laws or ordinances. The duty of nondiscrimination relates not only to the provision of services by the Public Defender to the clients, but also with respect to the hiring and employment practices of the Public Defender Contractor.