

CONTRACT FOR PUBLIC DEFENSE SERVICES

WHEREAS, the City of Shelton, Washington (“City”), a municipal corporation, wishes to engage an attorney(s) skilled in the provision of criminal defense to serve as its Public Defender;

WHEREAS, the Washington State Supreme Court, the Washington State Bar Association, and the City have adopted standards for the provision of public defense services; and

WHEREAS, the standards will be incorporated by reference in the contract between the parties.

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the promises contained herein, the City of Shelton, Washington, and the individual attorneys who perform services under this contract (the “Public Defender”) have entered into this Contract.

1. **Services.** In consideration of monies to be paid to the Public Defender by the City, the Public Defender agrees to provide legal counsel and services set forth below for all persons adjudged indigent by the Shelton Municipal Court (“Municipal Court”) during the term of this contract who are assigned by the Municipal Court to a public defender for legal representation. The Public Defender shall establish an attorney/client relationship with the indigent client, and the Public Defender shall determine what services to provide to the client in order to ensure adequate representation. Legal counsel and services to be provided by the Public Defender shall include:
 - 1(A) Representation of indigent clients at arraignment calendars based on the schedule determined by the Municipal Court;
 - (i) The Public Defender shall provide counsel to defendants at arraignment and preliminary appearances regardless of whether they have been screened.
 - 1(B) Representation of all indigent clients at all Municipal Court proceedings after appointment;
 - 1(C) Arrival to all Municipal Court calendars on time and appropriately prepared;
 - 1(D) Initiating contact with new indigent clients in a confidential setting whether by phone or in person within 72 hours of appointment and maintaining the attorney-client relationship, which includes appropriate response to client contact, legal research, investigation, case preparation, witness interviews, legal advisement, preliminary hearings and motions, plea negotiations, trial preparation, and trial or disposition without trial, sentencing recommendations, the filing of a notice of appeal with specific errors noted, designation of record to be transmitted to Superior Court, and motions and orders for finding of indigence and appointment of counsel on appeal, and preparation of all legal documents, all as necessary to ensure competent legal representation of those determined to be indigent;
 - 1(E) Comply with all applicable public records and records retention laws;
 - 1(F) Maintain attorney-client privilege;

- 1(G) The Public Defender may be required to travel to and from the Mason County Jail or the Shelton Municipal Court for consultation with clients and for court appearances. Travel may be required for investigation, witness interviews, or any aspect related to case preparation; and
- (i) For in-custody hearings occurring at the Mason County Jail, the Public Defender must be physically present with his or her client and will facilitate provision of documents between the Municipal Court and his or her client.
- 1(H) Other activities related to the provision of legal services to those accused of crimes by the City of Shelton.
2. **Scope of Services, Standards, and Warranty.** The Public Defender shall maintain professional practice standards in providing a level of legal service that does not fall below the minimum professional standards and Rules of Professional Conduct of the Washington State Supreme Court, the Washington State Bar Association, the National Legal Aid and Defender Association, and any applicable case law and court rules that define the duties of counsel to their clients.
- 2(A) The Public Defender will provide indigent defense services in accordance with the standards adopted by the City in Shelton by Ordinance 1808-0812 (2012), codified in Chapter 2.96 of the Shelton Municipal Code, the Washington Supreme Court Rules or Standards, and the Washington State Bar Association Standards (collectively "Standards"). These Standards are incorporated by this reference as if herein set forth. In the event the standards adopted by the City are amended in order to incorporate changes required to conform to changes in Washington Supreme Court Rules or Standards or in the Washington State Bar Association Standards, the parties agree to reopen this Contract in order to incorporate those changes and adjust the provisions of this Contract, including compensation as needed to conform this Contract to the standards. The Public Defender individually warrants that he or she, and every attorney and/or intern employed by the Public Defender to perform services under this contract, has read and is fully familiar with the provisions of the Standards. Furthermore, the Public Defender individually warrants that he or she, and every attorney and/or intern employed by the Public Defender to perform services under this contract, has read and is fully familiar with the decision by the Federal Court for the Western District of Washington in *Wilbur v. Mt. Vernon*. Compliance with the Standards and the *Wilbur* decision goes to the essence of this Contract.
- 2(B) The Public Defender, and every attorney and/or intern performing services under this Contract, shall certify compliance quarterly with the Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the Municipal Court.
- 2(C) The Public Defender will provide confirmation of continuing legal education (CLE) courses in the area of criminal law and defense annually by December 10th. Each and every attorney providing services under this Contract shall earn 7 hours of CLE credits per year in areas relevant to the misdemeanor defense practice. The Public Defender shall document training annually by providing the City or Auditor a list of all trainings attended by attorneys and staff during each year of the contract. Any training which results in a CLE credit shall be so designated showing the CLE credit given for such training.

- 2(D) The Public Defender will maintain contemporaneous records of work performed under this Contract on a daily basis documenting all work performed on a 1/10th of an hour basis on each assigned case.
- 2(E) Quarterly or whenever requested in writing by the City, the Public Defender shall provide the City with records showing the following aspects of Public Defender representation for all cases in which services were rendered during the prior quarter and the case was closed or resolved with conditions or sentence imposed in the prior quarter with the first report due no later than June 10, 2017:
- (i) Name, cause number, type of case appointed (separated by count), and date of violation;
 - (ii) Date of appointment;
 - (iii) Date of initial contact with client;
 - (iv) Whether contact took place within 72 hours and, if not, why;
 - (v) How many confidential meetings took place and the total amount of time dedicated to confidential meetings;
 - (vi) What the final disposition of the case was;
 - (vii) What the date of the final disposition was;
 - (viii) What stage the final disposition took place;
 - (ix) Whether charges were reduced as a result of negotiation with the prosecuting attorney; and
 - (x) The total amount of time dedicated to the case in tenths of an hour.
- 2(F) The Public Defender shall implement a system to collect the following information. The information gathered shall include:
- (i) the number of cases assigned to each attorney each month, with the year-to-date total;
 - (ii) the number of closed cases in which interpreter services requested, either in court or for utilization by the Public Defender;
 - (iii) the number of closed cases in which an investigator was used;
 - (iv) the number of closed cases in which expert services were requested;
 - (v) the number of closed cases in which substantive motions were filed;
 - (vi) the number of cases disposed of by straight plea as charged, which may also include information on the number of cases which a deferred sentence was

ordered or in which jail time was reduced as a result of negotiation with the prosecuting attorney;

- (vii) the number of cases which were resolved by the dismissal of the charges, a significant reduction in charges, or dismissal of other cases with a plea on the remaining case(s);
 - (viii) the number of closed cases in which charges were dismissed or significantly reduced on the day of trial;
 - (ix) the number of closed cases which were tried by a jury or by a judge;
 - (x) the number of appeals and/or writs;
 - (xi) the number of cases that required legal research; and
 - (xii) the number of attorney and investigator hours per closed case.
- 2(G) The parties will communicate regularly with the City and/or any Auditor regarding the information collected under this Contract.
- 2(H) The Public Defender will maintain and provide to the City or its designee data, information, and case files, along with any and all other information reasonably requested by the City or its designee to confirm that services are being provided in accordance with the Standards, so long as consistent with the attorney-client privilege.
- 2(I) The Public Defender agrees to cooperate and communicate with any Auditor or with the City in the fulfillment of his or her duties as outlined in the Standards, the *Wilbur* decision, court orders, and the Contract with the City to the full extent consistent with preservation of the attorney/client privilege.
- (i) The Public Defender understands that the Standards impose a variety of affirmative duties and obligations on the City and that, as a result, the City is currently in the process of developing a program for an internal or outside resource to review the Public Defender's performance under this Contract and that any program will be subject to modification. The details of the supervision or review process have yet to be determined but will involve supervision or evaluation based on the guidance and requirements of the Standards, the *Wilbur* decision, and this Contract. The Public Defender agrees to cooperate in the implementation and performance of the City's supervision or review process.
 - (ii) The supervision or review process may involve at least quarterly in-person meetings as may be necessary to review data collected under this Contract and its significance.
- 2(J) The Public Defender agrees to provide for use by incarcerated indigent defendants a free, "do not record" phone line.
- 2(K) The Public Defender shall, with respect to any jail or other incarceration facility where an assigned defendant is incarcerated:

- (i) Review forms from the jail or other incarceration facility to assure that they accurately advise clients whether written communications are confidential; and
- (ii) With reference to any indigent defendant client being held in an out-of-county jail or other incarceration facility, determine what arrangements have been made to allow clients to maintain confidential communications with their attorney and timely notify the City if no such arrangements are in place.

2(L) Complaints or charges against the Public Defender:

- (i) The Public Defender shall maintain client complaints received in a log as well as in the client's file and shall follow up on complaints within three (3) court days. Copies of the complaint log shall be provided to the City on a quarterly basis or upon its request on the form developed by the City and its Public Defense Supervisor. The Public Defender shall cooperate, to the full extent consistent with preservation of the attorney-client privilege, with review of unresolved complaints by the City, or its designee, including any internal or outside resource contracted with by the City to review the Public Defender's performance under this contract (hereinafter "Auditor").
- (ii) In the event the Public Defender receives notice of a complaint made to the Washington State Bar Association against the Public Defender or any attorney providing services under this contract, the Public Defender shall notify the City of such complaint and provide the City a copy of the complaint within two (2) business days of receipt. The Public Defender shall promptly report the results of the complaint, including any sustained disciplinary action by the Washington State Bar Association. If the complaint or any other disciplinary action results in a reprimand, suspension, or disbarment, the Public Defender and/or any attorney providing services under this contract is subject to immediate termination by the City.
- (iii) The Public Defender shall promptly report to the City a finding by a court of competent jurisdiction that the Public Defender or any attorney providing services under this contract has been found to have provided ineffective assistance of counsel.
- (iv) In the event that the Public Defender or any attorney providing services under this contract has been accused of a crime by the filing of a criminal complaint or information in a criminal court, the Public Defender shall notify the City within two (2) business days of such filing. If there is a criminal conviction, the Public Defender or any attorney providing services under this contract is subject to immediate termination.

2(M) The Public Defender warrants that s/he has proposed compensation levels, staffing, and infrastructure that provide the capacity and resources to meet the Standards including, by way of illustration and not limitation, affirmative efforts to contact a client who fails to appear for an appointment and documenting those efforts.

2(N) The Public Defender warrants that his or her compensation, reflected in Section 3, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Standards.

2(O) The Public Defender agrees and promises that he or she will devote his or her full effort to the performance of this Contract and will undertake no private practice of law that would impede the ability to perform under this Contract

3. Compensation.

3(A) Effective XXXXX 1, 2017, the City shall pay the Public Defender for services rendered under this contract the sum of Three Thousand Five Hundred Dollars (\$3,500) per month, for a total of Forty-Two Thousand (\$42,000) per year.

The compensation amount represents the salary and benefits necessary to provide an experienced attorney(s) to provide public defense for the City and all infrastructure, support, and systems necessary to comply with the Standards. As provided in Section 3(F), below, the parties will periodically review staffing in light of changes in court rule and case load, if any. The parties believe that they have provided sufficient excess capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards with an adequate reserve capacity for each attorney.

3(B) Case Counts. Based upon case counts maintained by the Municipal Court and by current attorneys and reviewed by the City, current estimates for annual case counts for all indigent cases is approximately five hundred twenty-four (524) cases per year. It is expected that the Public Defender will be assigned to roughly half of those cases, for a total of approximately two hundred sixty-two (262) per year. The City has adopted an unweighted case count.

(i) The usual practice in the Municipal Court is for the Public Defender to be assigned to represent those indigent defendants for which he or she appears at first appearance or arraignment dockets with the expectation of further or continuing representation. Infrequently the Public Defender will represent an indigent defendant only at a first appearance or arraignment docket and not continue the representation. Resolutions of cases by pleas of guilty to criminal charges on a first appearance or arraignment docket are presumed to be rare occurrences requiring careful evaluation of the evidence and the law, as well as thorough communication with clients, and will be counted as one case. To the extent that the Public Defender represents an indigent defendant only at a first appearance or arraignment calendar and the case is not resolved at that time, that representation shall not count as a case. However, recognizing that it will require additional attorney time to prepare for and appear at such calendars if this infrequent occurrence begins to occur more regularly, the parties agree to adjust the case count, reduce the maximum caseloads, or otherwise renegotiate this provision if such very limited representation begins to occur regularly.

3(C) Adjustment; Internal Allocation. As provided in the Standards, compensation may be revised upwards. Upon the Public Defender's request, the City shall review any particular case with the Public Defender to determine whether greater compensation should be assigned, and upward revisions shall not be unreasonably refused.

3(D) Base Compensation. Except as expressly provided in Section 3(E) and 3(F), the costs of all infrastructure, administrative, support, and systems as well as standard

overhead services necessary to comply with the Standards are included in the base payment provided in Section 3(A) above.

3(E) Additional Costs Requiring Preauthorization. The City shall pay for the following non-routine case expenses when approved in advance by the Municipal Court from funds available for that purpose. Unless the services are performed by the Public Defender's staff or paraprofessional subcontractors (such as a translator or investigator), non-routine case expenses include, but are not limited to:

- (i) medical and psychiatric evaluations;
- (ii) drug and alcohol or domestic violence treatment evaluations;
- (iii) expert witness fees, expenses, and mileage;
- (iv) interpreters;
- (v) polygraph, forensic, and other scientific tests;
- (vi) a computerized or other legal research which is not typically maintained as a part of defense counsel legal libraries or research capabilities;
- (vii) extraordinary investigation expenses; and
- (viii) any other expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

3(F) Additional Costs without Preauthorization. The City shall pay or reimburse the following without advance authorization from the Municipal Court:

- (i) *Discovery*. Normally, discovery will be provided electronically to the Public Defender. If the materials provided in discovery are not conducive to electronic production or if the Public Defender demonstrates a need for the materials in a non-electronic format, discovery will be provided in hard copy;
- (ii) *Records*. To the extent the materials are not provided through discovery, the cost of acquiring medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs;
- (iii) *Lay Witness Fees*. Lay witness fees and mileage incurred in bringing defense witnesses to court, but including but not limited to salary or expenses of law enforcement officers required to accompany incarcerated witnesses;
- (iv) *Copying Clients' Files*. The actual cost of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief, or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;
- (v) *Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals*. The actual cost

of preparing and making copies of direct appeal transcripts for representation in post-conviction relief cases; and

- (vi) *Process Service.* The normal, reasonable cost for the service of a subpoena.

3(G) Review and Renegotiation.

- (i) *Due to Increases or Decreases in Case Load.* The City and the Public Defender shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of cases assigned. Significant “decrease” shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases assigned to the Public Defender are estimated to approach or exceed two-hundred seventy-five (275) cases per year, the parties may renegotiate this contract to increase case coverage and compensation to the Public Defender. At the request of either party, the City and the Public Defender will periodically review case assignment trends, requests for additional credits, and any other matters needed to determine contract compliance or necessary contract modifications. The Public Defender shall promptly notify the City when quarterly caseloads require use of overflow or conflict counsel to assure that cases assigned to the Public Defender remain within the limits adopted in this Contract and comply with state and local standards.
- (ii) *Renegotiation Due to Change in Rule or Standard.* This Contract may be renegotiated at the option of either party if the Washington State Supreme Court significantly modifies the Standards for Indigent Defense adopted pursuant to the court rule.

4. **Term.** The term of this Contract shall be from the date of execution through December 31, 2020, unless sooner terminated as provided herein. The Contract may be extended for two (2) additional one (1) year terms at the mutual agreement of the parties, not to exceed five (5) years in total.

4(A) Immediately For Cause. This Contract may be terminated for cause immediately upon written notice by the City for violation of any material term of this Contract. In addition, this Contract may be terminated immediately upon written notice by the City if, in the judgment of the City, the Public Defender becomes mentally or physically incapable of adequately serving the legal interests of any person being represented under this contract. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

- (i) “Material term” shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, a violation of the Standards, conviction of a criminal charge, and/or a finding that the license of the Public Defender, or any attorneys providing service under this Contract, has been suspended or revoked.

4(B) For Cause With Opportunity to Cure. For any violation of the provisions of this Contract other than those encompassed by Section 4(A), the violation shall be subject to cure. Written notice of contract violation shall be provided to the Public

Defender who shall have thirty (30) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

- 4(C) Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.
- 4(D) Termination with Written Notice. This contract may be terminated upon sixty (60) days written notice by either party without cause.
- 4(E) Termination on Cessation of the Municipal Court. In the event that the City chooses in its sole discretion to terminate its Municipal Court, this Contract shall expire contemporaneously with the court's dissolution.
- 4(F) Obligations Survive Termination. In the event of termination of this Contract, the following obligations shall survive and continue:
- (i) *Representation*. The compensation established in this Contract compensates the Public Defender for services relating to each and every assigned case. Therefore:
 - (a) If, at the expiration of this contract, any cases assigned to the Public Defender are still pending and court appointment is not terminated, the Public Defender shall continue representation on all such cases with no additional compensation for a period of 90 days.
 - (b) In the event of early termination pursuant to Sections 4(B), 4(C), and 4(D), the Public Defender will continue to represent clients on assigned cases with no additional compensation for a period of 90 days from the date in which new case appointments terminate or the date in which both parties have mutually agreed new case appointments shall terminate. The Public Defender will also continue to represent clients on assigned cases set for trial to be held within sixty (60) days of the date of termination until a case is concluded on the trial court level or the client fails to appear for a scheduled court appearance. However, if in the City's discretion it is desirable to transfer open cases, the Public Defender may be financially responsible for the cost of transferring open cases to another attorney.
 - (c) The Public Defender will continue to represent clients in post-conviction proceedings and will be compensated at the rate of Fifty Dollars (\$50) per hour for preparation and attendance at any hearing or other post-conviction proceeding for a minimum of one (1) year or such other term as the parties shall agree.
 - (d) For cases set for trial where the Municipal Court does not allow withdrawal, the Municipal Court shall have the final say as to when representation terminates.

- (ii) *Cooperation with Reassignment.* The Public Defender will reasonably cooperate with newly appointed counsel on case reassignment in fulfillment of his or her ethical obligations.
- 5. **Survivability.** The provisions regarding scope, standards, warranty, and indemnification survive termination as to Public Defender. If the Public Defender is to continue representation following termination, the Public Defender shall maintain insurance during the ninety (90) day term following termination. The City shall remain bound by the provisions regarding additional costs incurred with respect to cases concluded after the termination of this Contract.
- 6. **Indemnification.**
 - 6(A) The Public Defender agree to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits, including attorney fees or awards, arising out of or in connection with any negligent act, error, or omission or any intentional or willful misconduct of the Public Defender or his or her officers, employees, or agents. The Public Defender expressly agrees that this provision includes claims by the Public Defender's own employees to which the Public Defender might otherwise be immune under Title 51.
 - 6(B) It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.
 - 6(C) The City agrees to hold harmless and indemnify the Public Defender and his or her officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including attorney fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City or its officers or employees.
 - 6(D) This clause shall survive the termination or expiration of this Contract and shall continue to be in effect for any claims or causes of action arising hereunder.
- 7. **Insurance.** The Public Defender shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Public Defender, or the agents, representatives, employees, or subcontractors of the Public Defender.
 - 7(A) Minimum Scope of Insurance. The Public Defender shall obtain insurance of the types described below, naming the City as additional named insureds:
 - (i) General Liability with a minimum limit of liability of \$2,000,000 combined single limit each occurrence bodily injury and property damage.
 - (ii) Automobile Liability covering owned and non-owned vehicles with a minimum limit of liability of \$1,000,000 combined single limit each occurrence bodily injury and property damage.

- (iii) Professional Liability (Errors and Omissions) for attorneys with a minimum limit of liability of \$2,000,000 each claim.
- (iv) Workers' Compensation per statutory requirements of Washington industrial insurance RCW Title 51.

7(B) Verification of Coverage. The Public Defender 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 Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Contract. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract.

8. **Work Performed by Public Defender**. In addition to compliance with the Standards, in the performance of work under this Contract, the Public Defender shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to the Public Defender's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.
9. **Work Performed at the Public Defender's Risk**. The Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the Public Defender's own risk, and the Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. The Public Defender shall also pay its employees all wages, salaries, and benefits required by law and provide for taxes, withholding, and all other employment related charges, taxes, or fees in accordance with law and IRS regulations.
10. **Independent Contractor**. In providing services under this Contract, the Public Defender is an independent contractor and the Public Defender's employees, agents, and subcontractors are not employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. No provision of services under this Contract shall give rise to any claim of career service or civil service right that may accrue to a City employee under any applicable law, rule, or regulation.
11. **Personal Services, No Subcontracting**. This Contract has been entered into in consideration of the Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Contract. Therefore, the Public Defender has personally signed this Contract below to indicate that he or she is bound by its terms. This Contract shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Contract by the Public Defender without the express written consent of the City shall be void.
12. **Modification**. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the duly authorized representatives of the

City and the Public Defender. With the approval of the City, an additional attorney may be added to this Contract by adding his or her signature to the Contract.

- 13. **Entire Agreement; Prior Agreement Superseded.** The written provisions in terms of this Contract, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Contract. Upon execution, this Contract shall supersede any and all prior agreements between the parties.
- 14. **Nondiscrimination.** Neither the Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, including gender identity, honorably discharged veterans or military status, or the presence of any sensory, mental, or physical disability, HIV/AIDS and Hepatitis C status, or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Contract.
- 15. **Written Notice.** All communications regarding this Contract shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Contract or such other address as may be hereinafter specified in writing:

City

Assistant City Manager
525 W Cota St.
Shelton, WA 98584
360-432-5105

Public Defender

- 16. **Nonwaiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.
- 17. **Resolutions of Disputes, Governing Law, and Venue.** Should any dispute, misunderstanding, or conflict arise as to the terms or conditions contained in this Contract, the matter shall be referred to the City Manager, whose decision shall be final. Nothing herein shall be construed to obligate, require, or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Public Defender and any indigent defendant. In the event of any litigation arising out of this Contract, the prevailing party shall be reimbursed for reasonable attorney fees from the other party. This Contract shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Contract shall be in Mason County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Contract on the _____ day of _____, 2017.

City of Shelton

Public Defender

By: _____
Ryan Wheaton, City Manager

By: _____

Attest:

By: _____

By: _____
Vicki Look, City Clerk

By: _____

EXHIBIT A

Each of the undersigned attorneys hereby personally warrants and certifies that as a condition of his or her performance of this Contract on behalf of _____, he or she will commit to providing the services under this Contract in accordance with the Standards set forth in the Contract, and that the attorney's personal warranty of that performance shall survive the Contract in accordance with Section 5 of this Contract.

ATTORNEY: _____
Print Name

ATTORNEY: _____
Print Name