



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4th Avenue  
Camas, WA 98607

City of Camas  
Indigent Defense Services

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Keller Law PLLC, hereinafter referred to as the "Contractor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Contractor is retained by the City to perform professional services in connection with the project designated as the Indigent Defense Services.
2. Scope of Services. Contractor agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Contractor shall perform all services and provide all work product required pursuant to this agreement for a term of two (2) years from date of signing, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 26 of this Agreement.
4. Payment. The Contractor shall be paid by the City for completed work and for services rendered as outlined in Exhibit B of this agreement as follows:
  - a. Payment for the work provided by Contractor shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Contractor shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in Exhibit "C".
  - b. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - c. The Contractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of seven (7) years after final payment. Copies shall be made available upon request.
5. Compliance with Laws. Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state and local laws, ordinances, and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
6. Indemnification. Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

7. Contractor's Liability Insurance.

- a. Insurance Term. The Contractor shall procure and maintain for the duration of this 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 Contractor, its agents, representatives, or employees.
- b. No Limitation. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. Contractor shall obtain insurance of types and coverage described below:
  1. Professional Liability insurance appropriate to the contractor's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
  2. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
  3. Verification. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Contractor before commencement of the work.
- d. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Contractor 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 Agreement before commencement of the work.
- g. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Independent Contractor. The Contractor and the City agree that the Contractor is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for

contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

9. Covenant Against Contingent Fees. The Contractor warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
10. Discrimination Prohibited. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the Americans with Disabilities Act of 1990 (42 USC Chapter 126 Section 12101 et. seq.)
11. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
12. Assignment. The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
13. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
14. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
15. Notices. Notices to the City of Camas shall be sent to the following address:  
Jennifer Gorsuch  
City of Camas  
616 NE 4th Avenue  
Camas, WA 98607  
PH: 360-817-7013  
EMAIL: jgorsuch@cityofcamas.us

Notices to Contractor shall be sent to the following address:

Amanda Keller  
Keller Law PLLC  
1920 Broadway Street  
Vancouver, WA 98663  
PH: 360-771-0421  
EMAIL: amanda@akellerlaw.com

16. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Contractor. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
17. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
18. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
19. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law or in equity.
20. Counterparts. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.
21. Contract Modification, Suspension or Termination by City for Cause.

Upon proper notice, this Contract may be modified, suspended or terminated by the City, if the City determines Contractor is not in compliance with the terms of this Contract. The City may terminate this Contract for cause for reasons including, but not limited to the following:

  - a) Contractor' s material breach of this Contract including material misuse of contract funds;
  - b) Contractor' s willful or habitual disregard of the procedures required by the court(s) in which Contractor provides services;
  - c) Contractor' s demonstrated continued inability to adequately serve the interests of its contract clients;
  - d) Contractor' s willful or habitual failure to abide by minimum standards of performance and rules of professional ethics; and
  - e) Other cause which has substantially impaired Contractor' s ability to provide adequate legal services under this Contract or fulfill the obligations of this Contract.

The City shall first provide Contractor with the problem areas and expected corrections in writing. The City may modify, suspend or terminate the Contract if the remedial actions of Contractor are not deemed adequate by the City. At the sole discretion of the City, cases already assigned to Contractor may be reassigned, or Contractor shall be responsible for the completion of all cases previously assigned to Contractor. When Contractor receives the City' s notice of termination for cause, Contractor shall not accept any additional cases under this Contract, unless the City otherwise agrees in writing.

22. Funding Modification, Suspension or Termination

The City may propose to modify, suspend or terminate this Contract if the City reasonably believes, and can establish by a preponderance of the evidence, that funds will not be sufficient to pay anticipated costs of indigent defense contracts.

The City shall ensure sufficient funds are available to pay Contractor for any base pay, and additional compensation as outlined in the agreement for clients appointed to Contractor, prior to any modification, suspension or termination.

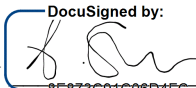
- 23. Modification, Suspension or Termination Due to Legislative Action or Court Interpretation.  
The City may modify, suspend or terminate this Contract due to amendments to or court interpretations of state or federal statutes that make some or all contract services ineligible for funding.
- 24. Contract Modification, Suspension or Termination by Contractor.  
Upon proper notice, Contractor may terminate this Contract for cause should the City materially breach any duty or obligation under this Contract. Contractor may seek to modify, suspend or terminate this Contract for reasons other than material breach, upon proper notice to the City.
- 25. Notice of Contract Modification, Suspension or Termination.  
A notice to modify, suspend or terminate this Contract shall:
  - a) be in writing;
  - b) state the reasons therefor and may specify what may be done to avoid the modification, suspension, or termination;
  - c) become effective for willful breach not less than 30 days from delivery of the notice by certified mail or in person;
  - d) and become effective not less than 120 days from delivery by certified mail or in person for non-willful breach.
- 26. Right to Terminate Contract. Termination of the contract by either party may be requested with one hundred twenty (120) days written notice. Written notice shall be delivered by certified mail or hand delivered. The one hundred twenty (120) day notice begins when written notice is received by the City. The contractor shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement. If the contract is terminated or not renewed, contractor has the duty to complete all cases assigned under this agreement. The provisions of this agreement shall continue in full force and effect beyond the expiration date of the agreement, without additional compensation, until all assigned cases have been completed.
- 27. City Not Obligated to Third Parties.  
The City shall not be liable to any person or entity other than Contractor because of this Contract. Contractor agrees to hold the City harmless and to defend any action arising against the City because of the alleged negligent or intentional misconduct of Contractor, its employees, independent contractors or agents. In the event of a claim, The City shall promptly tender defense of said claim to Contractor.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF CAMAS:

KELLER LAW PLLC:  
Authorized Representative

By \_\_\_\_\_

By  \_\_\_\_\_  
8E873C91C06D4FC...

Print Name \_\_\_\_\_

Print Name Amanda Shields

Title \_\_\_\_\_

Title Attorney/Owner

Date 7/25/2024

## EXHIBIT "A" SCOPE OF SERVICES

Keller Law PLLC will provide Public Defender services for indigent criminal defendants for the City of Camas. Scheduling and the method of assignment of indigent defense attorneys is the responsibility of the Camas Washougal Municipal Court.

The City shall be responsible for the cost of providing conflict counsel, upon the court's approval of Contractor's withdrawal from representation. Contractor will act as secondary conflict counsel for the City of Washougal, as needed, pursuant to ongoing practice and agreement between the cities.

Each attorney who will provide services under this contract is admitted to practice law in the State of Washington and has been actively engaged in the practice of law for a minimum of one year prior to entry of this contract. Each attorney has practical experience in criminal law and meets Standard Fourteen, Qualifications of Attorneys, of the Washington Supreme Court's *Standards for Indigent Defense Services* for the level of case complexity for which Keller Law PLLC is contracting. All associates are fully qualified to perform the professional services hereinafter set forth in this agreement.

These representational services shall include lawyer services and appropriate support staff services, sentencing advocacy, investigatory, and legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, and preparation for and appearance at court proceedings. Representation by Keller Law PLLC continues until authorized, by written court order, to withdraw or judgment and sentence are entered.

Court for Camas defendants is in session every Thursday under the following schedule:

- 8:30am Arraignments/reviews/pleas/PV's (can be via Zoom with Judge approval)
- 9:00am Warrants
- 9:30am In custody docket arraignments/reviews/pleas/PV's
- 10:30am Infraction docket

Pre-trials are held on the 2nd and 4th Tuesdays of the month at 1:30 pm at the Camas-Washougal Municipal Court.

Trials are held Wednesday, Thursday and Friday at Clark County District Court starting at 8:30am. Camas has approximately 2-5 trials per year.

Keller Law PLLC shall be available to meet with all indigent defendants assigned a Public Defender. In addition, Keller Law PLLC will be responsible for requesting and reviewing any and all discovery including Body Worn Camera video, negotiating, or otherwise discussing the case with the prosecuting attorney(s), interviewing witnesses if applicable, drafting, filing and arguing motions as appropriate, any and all trial preparation, and any other necessary work between appointment to the case and complete resolution.

Keller Law PLLC shall provide to the Camas Police Department their telephone number at which they may be reached for "critical stage" advice to defendants during police investigations pertaining to a misdemeanor or gross misdemeanor case and/or arrest twenty-four (24) hours each day, three-hundred and sixty-five (365) days per year.

Keller Law PLLC shall provide all other services required by federal law, state law, local law, rules of professional conduct, and/or any other law(s) or regulation(s) pertaining to representation of indigent defendants.

All services and representation by Keller Law PLLC shall be consistent with the Indigent Defense Standards.

The Standards are adopted by The City of Camas and the Washington Supreme Court Standards for Indigent Defense and comply with all professional rules and standards.

Contractor shall adopt and maintain practices that best ensure attorney contact with clients; e. g., visiting and/ or talking with in-custody clients on a regular basis. Contractor shall provide each client with the time and effort necessary to ensure effective representation. Contractor shall not allow non- contract work to interfere with adequate representation of court- appointed clients under this and any other indigent defense contract with the City, or another entity.

Contractor shall not charge or accept any fee or other compensation for services rendered pursuant to this Contract, except as provided for herein.

Contractor shall present the City with a monthly report of case appointments. The reports are due monthly. The purpose of the monthly reports is for Contractor, and City to accurately account for Contract services.

At least annually, Contractor shall report non-public defense legal services, including the number and types of private cases. RCW 10. 101. 050.

The City and Contractor will periodically review the number of appointments to the Contractor.

Contractor shall have Internet access, voice mail, answering machine and/or an answering service, and an email address available to the City, Judges, court administration and staff, and prosecutors.

Contractor shall maintain an office in or within 20 miles of The City of Camas and maintain sufficient staff, resources and/or other means to ensure timely court appearances and timely meetings and contacts with clients and others in order for Contractor to perform contract services.

Retention of the City of Camas indigent defense client files shall be at least seven years after the judgment in the case is entered.

Once each year, Contractor shall attend a Continuing Legal Education (CLE) seminar or training approved by the Washington State Office of Public Defense relating to criminal defense.

Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to the services performed under this Contract. Such laws include, but are not limited to, those pertaining to tax liability, workers compensation and independent contractor status.

Contractor shall comply with all federal, state and local non- discrimination laws and requirements.

**EXHIBIT "B"**  
**COSTS FOR SCOPE OF SERVICES**

Keller Law PLLC shall be paid a flat monthly rate of \$5,000 per month for the term of the contract for routine legal services as outlined below.

Routine tasks are those typically encountered in most criminal defense cases and include:

- Initial client consultation and ongoing communication
- Case investigation and fact-finding
- Legal research and case strategy development
- Drafting, filing, and arguing motions
- Representation in court hearings
- Negotiation with prosecutors for plea agreements
- Preparation and submission of necessary legal documents
- Sentencing hearings

The City and Contractor agree that the compensation set out in this contract is based on an anticipated approximate number of case appointments historically provided, ranging from 300-500. Additional compensation may not be sought unless there is a substantial increase in the number of case appointments.

**TRIALS:**

Keller Law PLLC shall be paid at a rate of \$267/day that trial is in session. This price includes trial preparation.

Non-routine tasks are those that go beyond the standard scope of work and may include specialized services or activities requiring significant additional time and resources. Examples of non-routine tasks include:

- Complex or extensive investigations
- Expert witness fees and preparation
- Investigator fees
- Transcriptionist services
- Specialized forensic analysis
- Handling high-profile cases with extensive media coverage

The City is responsible for payment of pre-approved non-attorney services (as outlined above) separately from this contract, not to exceed \$200/month. These services shall be covered off the approved expert services list provided by Clark County at the rate approved by the County.



EXHIBIT "C"  
BILLING RATES

Keller Law PLLC shall be paid a flat monthly rate of \$5,000 per month for the term of the contract for routine legal services as outlined in Exhibit B.

Keller Law PLLC shall be paid at a rate of \$267/day that trial is in session as outlined in Exhibit B. This price includes trial preparation. Invoices shall be provided to the City for trial services.