

**CONTRACT FOR INDIGENT DEFENSE SERVICES FOR  
THE CITY OF CAMAS**

THIS CONTRACT IS entered into by THE CITY OF CAMAS, a municipal corporation, hereinafter referred to as "City", and W. Todd Pascoe, PLLC, hereinafter referred to as "Contractor".

THIS CONTRACT IS for legal representation in The Municipal Court for the City of Camas for misdemeanor and probation violation cases. This Contract is a four-year contract.

**WITNESSETH:**

The City of Camas is required to provide legal representation for individuals who are in jeopardy of loss of liberty and who are financially unable to obtain legal counsel.

The City of Camas determines indigency and appoints attorneys to represent individuals, as is necessary.

Contractor, a law firm, consists of one senior partner and two associate attorneys. 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 Contractor is contracting. By entering into this Contract, Contractor represents that Contractor, and associates, are fully qualified to perform the professional services hereinafter set forth in this Contract.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. **Term of Contract.** The term of this Contract is from January 1, 2019 through December 31, 2022. Contractor shall assume responsibility for all cases assigned during said period. If this Contract is not renewed, Contractor has the duty to complete all cases assigned under this Contract. The provisions of this Contract shall continue in full force and effect beyond the expiration date of the

Contract, without additional compensation, until all assigned cases have been completed.

**2. Duties of The City of Camas.**

(a) For the first year of the contract the City shall issue annual payment to Contractor in the sum of FIFTY-THREE THOUSAND, FOUR HUNDRED, FORTY and no/100 Dollars (\$53,040.00), payable in twelve (12) equal installments of \$4,420.00 no later than the twenty-seventh day of the month. This is Contractor's "base payment" for representation. In addition, City shall issue payment to Contractor for "additional compensation", as set out in section 5 of this Contract, by the 27<sup>th</sup> day of the month that Contractor submits a correct monthly report listing a jury trial or appointment to a case in which additional compensation is due.

(b) The City shall be responsible for the cost of providing conflict counsel, upon the court's approval of Contractor or Contractor's attorney(s) withdrawal from representation.

(c) The City is responsible for payment of pre-approved non-attorney service (e.g., investigation and/or client evaluation) separately from this contract, not to exceed \$160.00 per month.

(d) Scheduling and the method of assignment of indigent defense attorneys is the responsibility of The Camas Municipal Court.

(e) The annual contract "base pay" shall increase four percent (4%) each year.

**3. Duties of Contractor.**

(a) Contractor shall provide representation in all assigned cases during the contract period.

(b) Contractor shall advise and provide legal representation for all defendants whose case(s) has been assigned to Contractor by a Camas Municipal Court Judge, pursuant to this Contract. Representation continues until Contractor is authorized, by written court order, to withdraw or judgment and sentence are entered.

(c) All services and representation by Contractor 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 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.

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

(e) Contractor shall present the City with a monthly report of case appointments on a form provided by the City, or as otherwise agreed. The reports are due monthly, not later than the second judicial day of each month. The purpose of the monthly reports is for Contractor, and City to accurately account for Contract services.

(f) At least annually, Contractor shall report non-public defense legal services, including the number and types of private cases on a form provided by the City, or as otherwise agreed. RCW 10.101.050.

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

(h) 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.

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

(j) 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.

(k) 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.

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

**4. Mutual Duties and Agreements.**

(a) Periodic Reviews. Contractor and the City will periodically review the number of appointments to Contractor.

(b) The City and Contractor may mutually agree in writing to modify, suspend or terminate this Contract at any time. Unless otherwise agreed in writing, modification, suspension, termination or expiration of this Contract shall not affect any existing obligation or liability of either party.

**5. Compensation, Additional Compensation, Overage or Shortage, Case/ Point Equivalencies, Additional Compensation, Withdrawal, Trials, New Charges and Reappointments.**

(a) Compensation and Additional Compensation. Contractor and the City agree that the annual "base" compensation set out in section 2 of this Contract is based on an anticipated approximate number of case appointments historically provided, ranging from 300 to 500. Additional compensation may not be sought unless there is a substantial increase in the number of case appointments. Contractor shall be entitled to "additional compensation" for a jury trial per diem.

(b) Withdrawal. If, due to a conflict of interest or other reason such as a client retains other counsel, Contractor or Contractor's attorney is permitted by the Court to withdraw from a case.

(c) "Additional Compensation" for Jury Trials: \$300 per full day of jury trial, excluding jury deliberations, will be paid as additional compensation to Contractor in one-half day increments. Jury deliberation time shall not be included. A jury trial begins with voir dire and ends with a verdict, plea,

dismissal or declaration of a mistrial.

(d) **Liability Insurance.** Contractor shall carry professional liability (malpractice) insurance in the minimum amount of \$200,000 per incident and \$500,000 aggregate. Contractor is solely responsible, and shall hold the City harmless, for any and all liability arising from the representation of clients as outlined in this Contract. Contractor shall provide proof of insurance to the City by January 2, of each contract year, or the date this Contract is fully executed, whichever occurs last, and upon each renewal of insurance coverage.

8. **Non-Assignment or Subcontract.** Contractor shall not assign or subcontract this Contract or any rights or duties hereunder, absent prior written approval. This contract contemplates that W. Todd Pascoe, PLLC, has two associate attorneys, who may assist in providing services under this contract.

9. **Funding Modification, Suspension or Termination.**

(a) Payments under this Contract are subject to the availability of funds. 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.

(b) The City shall ensure sufficient funds are available to pay Contractor for any base pay, and “additional compensation” for clients appointed to Contractor, prior to any modification, suspension or termination.

10. **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.

11. **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.

12. **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.

13. **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 14 days from delivery of the notice by certified mail or in person; and

(d) become effective not less than 30 days from delivery by certified mail or in person for non-willful breach.

14. **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.

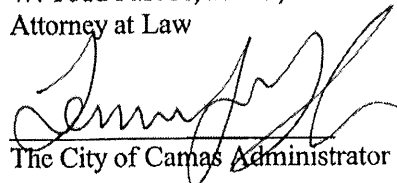
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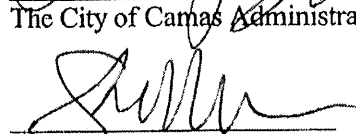
15. **Integration Clause.** This Contract constitutes the entire agreement between the City and Contractor. No other promises or obligations either implied or express have been made relative to this Contract.

DATED this 8<sup>th</sup> day of January, 201<sup>9</sup>

  
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W. Todd Pascoe, PLLC,  
Attorney at Law

 1/10/2020  
The City of Camas Administrator

 1-10-2020  
Approved as to form:  
Shawn MacPherson  
City Attorney