

**CITY OF COSMOPOLIS
AGREEMENT FOR PUBLIC DEFENSE SERVICES**

THIS AGREEMENT is made this _____ day of July, 2023, between the CITY OF COSMOPOLIS, a municipal corporation, hereinafter referred to as the “City,” and SOUND DEFENDERS (TASCHNER & ASSOCIATES, PLLC), hereinafter referred to as the “ Public Defender”, for the purpose of providing the public defense services to indigent persons charged with criminal offenses in the Cosmopolis Municipal Court.

1. MUNICIPAL COURT ESTABLISHED. Pursuant to the provisions of Chapter 3.50 of the Revised Code of Washington and the Cosmopolis Municipal Code, the City has established the Municipal Court of the City of Cosmopolis. Such Court has jurisdiction and shall exercise all powers declared and authorized by said statutes and ordinances to be vested in municipal courts, together with such other powers and jurisdiction as are generally conferred upon such courts in the State of Washington, either by common law or by express statute or ordinance.

2. DESCRIPTION OF SERVICES. Public Defender agrees to provide public defense services to persons who are charged with a criminal offense in the Cosmopolis Municipal Court and have been found to be indigent according to the standards for determining indigency established by Washington State law and court rule. Public Defender, and every attorney performing public defense services under this Agreement shall certify quarterly with the Cosmopolis Municipal Court on the form established for this purpose that he/she is in compliance with Washington Supreme Court Order No. 25700-A and CrRLJ 3.1(d)(4). The caseload of Public Defender shall not exceed the number of misdemeanor cases established by the Washington State Supreme Court, taking into account any “weighting system” adopted by the Cosmopolis Municipal Court, if any. Public Defender shall be appointed by the Cosmopolis Municipal Court to no more than fifty (50) cases for the period of July, 2023 through December, 2023, and no more than fifty (50) cases for the period of January 1, 2024 through December 31, 2024.

3. COMPENSATION. As compensation for public defense services provided herein, the City agrees to compensate Public Defender in the amount of \$1,450.00 per month. The parties agree that cases appointed to Public Defender in excess of the caseload of fifty (50) cases described in Section 2., above, shall be compensated at \$348.00 per case. Administrative costs associated with providing legal representation under this Agreement are included in the compensation paid to Public Defender. These administrative costs include costs necessarily incurred in the day-to-day performance of the public defense services, such as postage, telephone costs, routine supplies, secretarial and other staff costs. This compensation does not include reasonable compensation for expert witnesses necessary to preparation and/or presentation of a defense case, which shall be provided by the court upon granting of an ex parte motion. In the event of a conflict of interest, Public Defender shall *not* be required to compensate a new substitute attorney out of his own funds.

4. HOURS AND DATES OF COURT. Court shall generally be scheduled on the third Thursday of each calendar month, beginning at 1:00 p.m., and ending when all cases on the docket have been heard. Trials shall generally be scheduled on other days in accordance with the court’s schedule and the schedules of the parties.

5. ASSIGNMENT AND SUB-CONTRACTING. This Agreement shall not be assigned and Public Defender shall not sub-contract with another attorney or firm to provide legal representation under this Agreement.

6. NON-DISCRIMINATION. Neither Public Defender nor any person acting on behalf of the Public Defender, shall, by reason of race, color, religion, national origin, age, marital status, gender, sexual orientation or disability, discriminate against any person in their hiring practices or in their representation of clients. Public Defender shall comply with all federal, state and local non-discrimination requirements.

7. MODIFICATION. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties.

8. LICENSING. Public Defender agrees to comply with all applicable state or municipal standards for licensing, certification, and accreditation, if any, necessary for service as a Public Defender.

9. ADMINISTRATION. The city official responsible for administering this agreement shall be the Cosmopolis City Administrator.

10. TERM. Notwithstanding the date of execution hereof, the term of this agreement shall commence on the date signed by the parties and shall terminate on December 31, 2024, unless otherwise amended by agreement between the parties, or terminated pursuant to Section 12., Termination, below. Public Defender shall continue to represent all Defendants for which he/she was appointed during the term of this agreement until resolution of their cases.

11. INDEMNIFICATION. Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employers, and representatives from and against any and all claims, costs, judgments, losses, or suits, including Attorney's fees or awards, arising out of or in connection with any willful misconduct or negligent error, or omissions of Public Defender, his employees or agents.

12. TERMINATION. This Agreement may be terminated for cause, for violation of any material term of this Agreement. "Material term" shall include the failure of Public Defender to render adequate representation to client, the willful disregard of the rights and best interests of clients. "Material term" shall also 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, and a finding that the license to practice law of Public Defender has been suspended or revoked. This Agreement may also be terminated by mutual agreement of the parties, in writing, at any time.

13. ENTIRE AGREEMENT. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal agreements of any officer or other representative of the City, and such statements shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

THE CITY OF COSMOPOLIS

PUBLIC DEFENDER

By _____
KYLE PAULEY – Mayor

SEAN TASCHNER, Managing
Attorney – SOUND DEFENDERS