

**CONTRACT FOR INDIGENT  
DEFENSE SERVICES**

THIS CONTRACT made and entered into by and between the CITY OF MCCLEARY, a municipal corporation, hereinafter "MCCLEARY", and INGRAM, ZELASKO & GOODWIN, LLP, whose address is 120 East First Street, Aberdeen, Washington 98520, hereinafter "IZG".

**RECITALS:**

1. The Mayor has recommended to the City Council that IZG provide indigent defense services to qualifying individuals charged in the Court of Limited Jurisdiction (the Court) in which MCCLEARY files criminal charges. The Council has confirmed that recommendation and authorized the execution of this agreement.

2. The Parties wish to memorialize their agreement as to the terms of this relationship and also make provision for automatic renewal unless notice is given.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

SECTION I: MCCLEARY shall pay IZG the sum of SEVEN HUNDRED DOLLARS (\$700) per month until further modified by agreement of the parties or upon the giving of notice of termination or request for renegotiation. The flat fee of \$700 per month is based on an average case load of 40 assigned case points per calendar year.

SECTION II: Scope of Services:

A. General Statement: Pursuant to RCW Chapter 10.101, all indigent criminal defendants determined to be eligible for appointed counsel and charged under ordinances of the City who qualify, will be referred to IZG. IZG will provide legal representation for each of these defendants from court appointment through trial, sentencing, post-conviction review, and any appeals to Superior Court. Such cases shall include domestic violence cases.

IZG shall be responsible for representing every indigent person who is, or has been, arrested or charged with any crime or violation of probation before the Court for which court-appointed counsel for indigent defendants is required, either under the Constitution of the United States or under the Constitution, laws, court rules, or case law of the State of Washington.

B. Time of Commencement: This representation shall be commenced whenever such arrested or accused person, having been apprised of his constitutional and statutory rights to counsel, requests the appointment of counsel to represent him or her or the Court orders that he or she be represented by counsel. Such obligation is waived where the arrested or accused person, having been apprised of his or her right to counsel in open court, affirmatively rejects or intelligently repudiates his constitutional and statutory rights to be represented by counsel. If good cause is shown or when there is more than one defendant with conflicting interests, or in any case, the Court may, upon its own motion or upon application of IZG or the indigent accused, appoint counsel other than IZG for the accused. The fees of said additional attorney will be paid by the City.

C. Client Contact: IZG will provide criminal defense services at in-custody bail hearings and will be available to talk and meet with indigent defendants who may be held in the Grays Harbor County Jail. Further, IZG will make arrangements to meet with clients prior to the pre-trial date. To the extent requested by IZG, MCCLEARY will provide a conference room at City Hall for such meetings or IZG may meet with the client in their offices.

D. Telephone Access: IZG shall provide to the City Police Department the telephone number or numbers at which IZG can be reached for critical stage advice to defendants during the course of police investigations and/or arrests twenty-four (24) hours each day.

E. Duty in Event of Ineligibility: Should IZG determine a defendant is not eligible for assigned counsel, IZG shall so inform the court and move to withdraw from the case.

SECTION III: GENERAL CONDITIONS:

A. Staffing: It is recognized that during the term of this contract IZG may utilize the services of other counsel to assist it. Any counsel associated with, employed by, or utilized by IZG to provide the services required under this contract shall have the authority to perform the services called for herein. As indicated, IZG may employ associated counsel to assist at IZG's expense.

IZG and all associated counsel hired pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington. Sufficient counsel shall be provided to represent defendants during vacation, illnesses, and settings in more than one courtroom. No legal interns shall be used unless agreed to in advance by MCCLEARY. IZG shall have staff available to receive contacts from clients and court staff during normal business hours.

Further, IZG shall have a facsimile machine available to receive transmissions from the Court or City Attorney twenty-four hours per day, seven days per week. Additionally, he shall maintain and provide the address of an e-mail account having adequate capacity to receive the dockets transmitted by the Clerk of the Court.

B. Professional Liability Coverage: During the term of the Contract, IZG shall have professional liability coverage in a minimum amount of \$1,000,000.00. It shall provide proof of such insurance upon MCCLEARY's request.

C. Indemnification: IZG shall indemnify, defend, and hold MCCLEARY, its elected officials and employees, agents and volunteers harmless from any and all claims, losses, or liability, including all costs and attorneys' fees, arising out of IZG's performance of obligations pursuant to the Contract, including claims arising by reason of accident, injury, or death caused to persons or property of any kind occurring by the fault or negligence of IZG, its associates, agents, and employees.

To the extent that any of the damages referenced by this paragraph are caused by or resulting from the concurrent negligence of MCCLEARY, its agents or employees, this obligation to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence of IZG, its associates, agents, and employees.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of IZG and MCCLEARY, its officers, officials, employees, and volunteers, IZG's liability hereunder shall be only to the extent of IZG's negligence. It is further specifically and expressly understood

that the indemnification provided herein constitutes, to the extent that it might possibly exist in a contract for provision of professional services, IZG's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been *mutually negotiated* by the parties. The *provisions* of this section shall survive the expiration or termination of this Agreement.

D. Standards for Public Defense Services:

1. IZG shall comply with the standards for public defense services as may be adopted by MCCLEARY pursuant to chapter 10.101 RCW. In addition to any standards adopted specifically by MCCLEARY, the standards adopted by the Washington State Bar Association and the Supreme Court of the State of Washington shall govern. In provision of services to any individual to whom IZG is appointed to provide defense services under this Contract, those standards shall govern the provision of their services under this contract.

2. IZG shall submit all certifications, whether in relation to qualification of counsel utilized, compliance with training requirements, certification of caseload limits, or otherwise, required under the standards set for in sub-paragraph 1 of this Section.

SECTION IV: TRANSITION: At such time as this Contract is brought to termination, the parties agree that, to allow a transition, the following payment pattern shall apply:

1. As of the month in which cases are no longer allocated to IZG and in furtherance of bringing the cases to a point of resolution, IZG shall receive an amount which shall be equal to 60 percent of the normal monthly amount.

2. For the second month following the termination of appointments, IZG shall receive 30 percent of the contract balance so long as he in fact is continuing to work on the resolution of cases.

3. As to any and all cases pending at the end of the second month, if the Defendants have failed to appear, then IZG shall be relieved of any further responsibility of representation. In the event the matters have been set for trial, then IZG shall complete the trial process without additional compensation.

In effectuating any such transition, IZG recognizes that it shall use all reasonable efforts to resolve the cases during that two month period.

SECTION V: MCCLEARY's Assistance:

A. Documents & Codes: MCCLEARY agrees to provide to IZG, without cost to IZG, copies of such police reports as may be provided to the City Attorney. Further, MCCLEARY shall provide IZG with a copy of the City Criminal Code and any amendments thereto adopted during the term of this Contract.

B. Expert Witness Fees: MCCLEARY shall pay directly or reimburse IZG for reasonable expert witness fees if the Court orders an expert witness upon motion of IZG.

SECTION VI: This contract shall be deemed to commence as of \_\_\_\_\_, and end \_\_\_\_\_, unless earlier terminated by the Parties. It shall thereafter be renewed for additional one-year periods subject to the same terms and conditions, until such time as one of the Parties gives notice of intent to terminate or to modify terms. It is agreed this contract may be terminated by either party upon the giving of sixty (60) days' written notice of termination during the initial term or any extension thereof. Such termination shall

not affect IZG's duties as set forth in this agreement, nor MCCLEARY's duties as set forth under this agreement. In the absence of any such notice of desire to terminate, the one year renewals shall be automatic.

SECTION VII: Notices:

A. Method: Notices shall be given in writing. If mailed, they shall be deemed received upon the third business day following their mailing, properly addressed and postage prepaid, certified mail, return receipt requested, to the address stated below. If personally delivered, they shall be deemed received upon the date of actual receipt.

B. Location:

1. MCCLEARY: Any notice to be given to MCCLEARY shall be given to the Clerk-Treasurer of McCLEARY. For purposes of receipt of notice, MCCLEARY's address for personal delivery shall be 100 South Third Street, McCleary, Washington 98557, and is the same for mailing purposes.

2. IZG: Any notice, whether by mail or personally, to be given to IZG shall be given to IZG at the physical address stated above.

EXECUTED IN MULTIPLE COPIES UPON THE DATES STATED BELOW.

INGRAM, ZELASKO & GOODWIN, LLP

11.8.23  
DATE

By   
MEMBER

CITY OF MCCLEARY:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHRIS MILLER, Mayor

ATTEST:

\_\_\_\_\_  
JENNA AMSBURY, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
CHRISTOPHER JOHN COKER, City Attorney