

PUBLIC DEFENSE CONTRACT

THIS CONTRACT ("Contract") is entered into by and between the City of Medina, a municipal corporation, ("City,") and Valley Defenders, PLLC ("Contractor.")

1. Scope of Services and Warranty. In cases assigned by the City of Medina through the Kirkland Municipal Court, Contractor will provide indigent defense services related to cases as defined herein and in accordance with the standards in RCW 10.101.030 adopted by the City of Medina. Contractor warrants that every attorney employed by Contractor to perform services under this Contract has read and is fully familiar with Washington Supreme Court standards and the standards adopted by the City ("Standards"). Compliance with these Standards goes to the essence of this Contract. Contractor, and every attorney performing services under this Contract, have knowledge of the Standards, will comply with the Standards, and shall certify compliance as needed with Kirkland Municipal Court. Contractor shall provide legal representation for each defendant in connection with assigned cases. If Contractor is counsel of record for an individual who is jailed on a City matter, Contractor shall be available to appear in court before such individual has been in custody for 24 hours; except that, this provision does not require the Contractor to be available to appear in Court on Saturdays, Sundays, or City holidays. Contractor may withdraw upon completion of the case or the Contract as allowed by the Rules of Professional Conduct.
 - A. Contractor, at the earliest possible time following appointment (within three days if the defendant is in custody) shall review with the Defendant the elements of the offense, the presumption of innocence, the prosecutor's burden to prove each element beyond a reasonable doubt, the right to a jury trial, the right to a speedy trial, the right to present a defense, the maximum penalties, any mandatory minimum penalties, that it is solely the client's decision to enter a plea of guilty or proceed to trial, and any other witness or investigative issues.
 - B. Contractor, at the initial meeting, shall also assess the client's ability to understand English and need for an interpreter, competency, literacy, and citizenship and/or immigration issues. Additionally, Contractor shall provide contact information for the Contractor to the client and check for conflicts.
 - C. Contractor will provide training and supervision in accordance with City and Washington State Bar Association Standards to every attorney employed by Contractor to perform services under this Contract.
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2. Applicant Screening. Determination of indecency for eligibility for appointed counsel under this Contract shall be determined by a screening process established by the City. Kirkland Municipal Court shall be responsible for handling the screening process. Should Contractor determine the defendant is not eligible for assigned counsel, Contractor shall withdraw from the case and so advise the Court and the City of the withdrawal and the reason therefor, subject to Contractor's professional duties under the Rules of Professional Conduct.
3. Associated Counsel. Contractor may arrange for other attorneys to perform services under this Contract at Contractor's expense. Contractor may delegate the authority to perform Contract services to an attorney who is licensed to practice law before the courts of record for the State of Washington, unless City objects to services by that attorney. In any event, Contractor shall be responsible for overseeing and approving services performed by other attorneys. Contractor must immediately report to the City any change affecting the maintenance of his or her membership in good standing of the Washington State Bar Association.
4. Proof of Professional Liability Insurance. Contractor will, at Contractor's sole expense, obtain and maintain during the life of this Contract, a policy of comprehensive general liability and professional liability insurance. Said policy shall have limits of not less than One Million Dollars (\$1,000,000) per occurrence and be placed with an insurer authorized to do business in the State of Washington. Certificates issued by the insurance carrier showing such insurance to be in force shall be filed with the City not less than ten days following signing of this Contract.
5. Indemnification.
 - A. Contractor shall defend, indemnify and hold the City, its elected officials, officers and employees harmless from any and all claims, losses or liability, including attorney's fees, whatsoever arising out of Contractor's performance of obligations pursuant to this Contract, including but not limited to claims arising by reason of accident, injury or death caused to persons or property of any kind occurring by the fault or neglect of the Contractor, his agents, associates or employees, or occurring without the fault or neglect of the City.
 - B. With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent any of the damages covered by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and

enforceable only to the extent of the negligence of the Contractor, its officers, agents and employees.

6. Base Compensation.

- A. The City shall pay Contractor for services rendered under this Contract the sum of \$750 per month, to include up to one appointment, and \$400 for each additional case per month; \$100 per review hearing scheduled, \$500 for jury trials, and \$750 per case appealed to the Superior Court. All fees shall be paid to the Contractor within 30 days of the invoice being provided to the City. Contractor shall submit an invoice quarterly.
- B. Except as expressly provided in Section 7, the cost of all infrastructure, administrative support and systems as well as standard overhead services necessary to comply with established standards is included in the base payment provided in Section 6.A. above.
- C. For all purposes under this Contract, an assigned "case" shall mean a group of criminal charges related to a single incident filed against a defendant, from the time of screening for eligibility through trial, sentencing, post-trial appearances, appeals to the Superior Court, and any subsequent review hearings, if necessary. A "case" shall not include temporary or provisional appointments at arraignments or in-custody hearings, appointments by a court at a court hearing for that one court hearing only, and also shall not include pre-filing representation provided to a suspect who is under investigation for a violation of RON 46.61.502 through .504.

7. Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Municipal Court from funds available for that purpose:

- A. The City shall provide to Contractor, at no cost to Contractor or the defendant, one copy of all discoverable material concerning the case. Such material shall include, where relevant, a copy of the abstract of the defendant's driving record.
 - B. Non-routine case expenses requested by Contractor and preauthorized by order of the Kirkland Municipal Court. Unless the services are performed by Contractor's staff or subcontractors, non-routine expenses include, but are not limited to:
 - i. medical and psychiatric evaluations;
 - ii. expert witness fees and expenses;
 - iii. interpreters for languages not commonly spoken in the City or interpreter services other than attorney/client communication utilizing CTS Language Link unless otherwise approved;
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- iv. polygraph, forensic and other scientific tests;
- v. computerized legal research;
- vi. investigation expenses; and
- vii. any other non-routine expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

- C. Lay witness fees and mileage incurred in bringing defense witnesses to court.
- D. The cost of providing one copy of the 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.
- E. The cost of making copies of direct appeal transcripts for representation in post-conviction relief cases. Contractor is limited to no more than two copies.
- F. Medical, school, birth, Department of Motor Vehicles, and other similar records and 911 and emergency communication recordings and logs, up to the cost of \$75 for an individual item, unless additional funds are approved by the court.
- G. The cost for the service of a subpoena.

8. No Assignment or Subcontracts. No assignment or transfer of this Contract or any interest in this Contract shall be made by either of the parties without prior written consent.

9. Contractor Conflict. In the event the representation of the defendant hereunder raises a conflict of interest such that the Contractor cannot represent the defendant, the defendant shall be referred back to the City for further assignment.

10. Term of this Contract. Contractor shall provide legal representation for assigned defendants under this Contract through December 31, 2023. The Contract may be extended for additional one-year periods at the City's discretion.

11. Termination.

A. For Cause. Either party may terminate this Contract in the event the other party fails to perform its obligations as described in this Contract and if such failure has not been corrected to the reasonable satisfaction of the first party in a timely manner after notice of breach has been provided to the second party.

B. For Reasons Beyond the Control of Parties. Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, acts of nature; war or warlike operations; civil commotion; riot; labor dispute, including strike, walkout or lockout; sabotage,

or superior governmental regulation or control. Notice of termination pursuant to this subsection shall be given as far in advance as is reasonable.

C. Without Cause. Either party may terminate this Contract at any time without cause upon giving the non-terminating party not less than ninety (90) days prior written notice.

D. In the event of termination of this Agreement and to the extent the client can be adequately represented, the case shall be transferred to the new service provider as efficiently and practicably as possible, and within the guidelines and restrictions of the Rules of Professional Conduct.

12. Amendment. No modification or amendment of the provisions of this Contract shall be effective unless in writing and signed by authorized representatives of the parties hereto.

13. Entire Agreement. This Contract contains the entire agreement between the parties and may not be enlarged, modified or altered except in writing, signed by the parties and endorsed hereon.

DATED this ____ day, _____ of 2023.

CITY OF MEDINA

By _____

Title. _____

By _____

Title _____

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