

**INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(Andrew Monson)**

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, hereinafter referred to as "JUDGE"; Andrew Monson, 310 6th Street/P O Box 408, Raymond, Washington 98577, hereinafter referred to as "CONTRACTOR". According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

CHILDREN IN NEED OF SERVICES (CHINS) AND AT RISK YOUTH (ARY)

The CONTRACTOR shall be responsible for representing minors in all CHINS and ARY proceedings.

DUTIES OF CONTRACTOR

The CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance to minors in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159. The CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed above.

The CONTRACTOR agrees to have a business telephone line(s), a fax machine, and an answering machine accessible without long distance charges. The CONTRACTOR agrees that he will accept collect telephone calls from his clients. The CONTRACTOR does not have to accept collect telephone calls from clients who are abusive toward him or who make repeated collect calls that are unnecessary. The CONTRACTOR agrees that he will maintain reasonable contact with his clients and respond to indigent client requests in a timely fashion. The CONTRACTOR agrees that he will provide legal services for indigent defense unless a conflict exists. For the purpose of this contract, a "conflict" means an ethical conflict under the Rules of Professional Conduct not arising from the CONTRACTOR'S contemporaneous "outside" employment. Scheduling difficulties, vacation periods, and illness shall not constitute a "conflict".

The CONTRACTOR must record in writing all contacts with indigent clients so that the court can be apprised of the degree to which contact is being maintained with every indigent client.

The CONTRACTOR is responsible for making appropriate arrangements during any periods when he is unavailable due to medical reasons or when he is on vacation.

ASSIGNMENT OF CASES

In general, cases will be assigned to the CONTRACTOR by the court at the Court's discretion. The CONTRACTOR shall keep the court apprised of his desire in this regard. The JUDGE agrees to give strong consideration to the CONTRACTOR'S preferences regarding appointments.

Notice of appointment shall be provided to appointed counsel as follows: a copy of the Order Appointing Counsel will be placed in the appointed CONTRACTOR'S box located in the Juvenile office, unless otherwise arranged by the CONTRACTOR and approved by the JUDGE. The CONTRACTOR shall secure one or more active e-mail addresses and shall provide the Court Administrator and the Clerk of the Court his/her e-mail address(es) for notification purposes. Counsel or their designee shall check for appointments daily, Monday through Friday.

The CONTRACTOR agrees to be responsible for active CHINS and ARY cases that previously had been assigned under the 2012 CHINS/ARY contracts. The CONTRACTOR shall make arrangements for the orderly transfer of these files, if so required, so that he shall be able to represent any said clients in January of 2013.

The CONTRACTOR shall document the number of hours spent on public defense cases and provide such information as requested and required by the County and Office of Public Defense Grant requirements.

PAYMENT

In consideration of such services, the CONTRACTOR shall be paid by Pacific County, on a monthly basis for the year 2013 as follows:

Andrew Monson \$707.25/per month

Note: Representation includes the corresponding representation for persons subject to CIVIL contempt proceedings relating to the CHINS/ARY cases, unless assigned to another CONTRACTOR under separate contract with the county.

The total contract for the Calendar Years 2014 and 2015 will be increased by the same percent cost of living increase, if any, that is provided to non-represented Pacific County management employees effective January 1, 2014 and January 1, 2015.

The parties agree that in providing services in his capacity under this contract the CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF PACIFIC COUNTY. The CONTRACTOR hereby agrees not to make any representation to any third party, nor to allow such third party to remain under the misimpression that the CONTRACTOR is an employee of PACIFIC COUNTY as it pertains to providing services under this contract.

The JUDGE will provide no additional compensation, benefits, or any other remuneration beyond the contract amount set forth immediately hereinabove.

The CONTRACTOR also agrees to pay any local, state or federal taxes applicable to compensation or income received by the CONTRACTOR pursuant to this contract.

The CONTRACTOR shall not charge a fee to any client who is assigned to him for work performed under this contract.

The CONTRACTOR'S ordinary business expenses are deemed included in the above rate. The CONTRACTOR'S ordinary business expenses are those expenses related to the normal operation of a legal office such as support staff, copies, telephones, office rent, office supplies, etc. Expenses for investigation, expert witnesses, evaluations, etc. are not included in CONTRACTOR'S ordinary business expenses. In the event expenses for investigation, expert witnesses, evaluations, etc. are appropriate, a CONTRACTOR must petition a Court for authorization to incur those expenses.

INDEMNIFICATION

In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

INSURANCE

The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$100,000,000 or greater per occurrence and \$200,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

MONITORING, EVALUATION, AND CLIENT COMPLAINTS

The Judge may periodically monitor, evaluate and review the performance of the CONTRACTOR as pertains to their performance under this contract in keeping with the term of and standards within Pacific County Ordinance No. 159. The Judge may also investigate client complaints as per the procedures outlined in Pacific County Ordinance No. 159.

NONASSIGNABILITY

The CONTRACTOR'S duties shall not be delegated or assigned without court permission.

SUBCONTRACTING

The CONTRACTOR may not subcontract all or a portion of the services under this contract, without express prior written approval of the presiding JUDGE for whom services are to be provided.

TERMS AND TERMINATION

- 1) This contract shall be deemed to have commenced on January 1, 2013 and shall continue through December 31, 2015.
- 2) Either party may terminate this agreement upon one hundred twenty (120) days written notice.
- 3) Termination of the contract with less than one-hundred twenty (120) days written notice must be for "good cause".

CONFLICT WITH LAW

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

QUALIFICATIONS AND TRAINING

The CONTRACTOR shall be qualified to practice law in the State of Washington during the entire period of this contract. If this provision is breached, the JUDGE shall have the authority to terminate this agreement immediately by providing written notice to the CONTRACTOR. The CONTRACTOR shall complete a minimum of seven (7) hours of continuing education per year relevant to the provisions of indigent legal defense as specified in Pacific County Ordinance No. 159.

The CONTRACTOR(s) acknowledges that he is subject to the Standards for Indigent Defense promulgated by the Washington State Supreme Court.

NON-DISCRIMINATION IN SERVICES

The CONTRACTOR agrees to provide equal opportunity in regard to the services to be provided. The CONTRACTOR agrees that no person who works for the CONTRACTOR or seeks employment with the CONTRACTOR or otherwise falls under the ambit of this contract shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog by a disabled person.

SAVINGS AND SEVERABILITY

If any provision, or any portion thereof, contained in this contract is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof shall be deemed severed, and the remainder of this contract shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

VENUE

In the event that any party to this contract or any subcontractor shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

NOTICE

Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

ENTIRE CONTRACT

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this _____ day of _____, 20_____.

SUPERIOR COURT JUDGE:



Michael J. Sullivan Date

CONTRACTOR:



Andrew Monson Date

CONFIRMED BY:

Board of Commissioners
Pacific County, Washington

Lisa Ayers Date
Chairman

ATTESTED:

Clerk of the Board Date

**INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(David Hatch)**

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, hereinafter referred to as "JUDGE"; David Hatch, 105 N. River Street, Montesano, WA 98563, hereinafter referred to as "CONTRACTOR". According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

ADULT FELONY

The ATTORNEY shall be responsible for representing adults and declined juveniles who are entitled to counsel at public expense in criminal, contempt including civil contempt, and voluntary commitment cases in Pacific County, Washington, when ordered to do so by a court or at the request of an arrested defendant prior to his/her first appearance in court. The services provided by the CONTRACTOR also shall include, but not be limited to; representing indigents in criminal cases, involuntary commitment proceedings, in appeals from a District Court to Superior Court, in probation violation hearings, and in cases where contempt is sought as a sanction and counsel is appointed. Service also shall include preparation of post-judgment paperwork (modification of judgment, motion for furloughs, motion for special examinations, etc.) and preparation of a notice of appeal in cases where an appeal is requested by a defendant/respondent. This contract is intended to provide coverage for one-third (1/3) of the appointments as described herein. The remaining two-thirds of case assignments shall be assigned by the court via a separate contract. The applicable court shall retain the right of assignment as specified under ASSIGNMENT OF CASES.

DUTIES OF CONTRACTOR

The CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159. The CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed; however, the CONTRACTOR will not be appointed under this contract to represent a defendant/respondent who is charged with murder in the first degree, or for exceptional cases which require abnormal time and effort to reach resolution. The CONTRACTOR

reserves the right to petition the court for additional compensation in such exceptional cases. The court shall reserve the right to make such determinations.

The CONTRACTOR agrees to have a business telephone line(s), a fax machine, and an answering machine accessible without long distance charges. The CONTRACTOR agrees that he will accept collect telephone calls from his clients. The CONTRACTOR does not have to accept collect telephone calls from clients who are abusive toward him or who make repeated collect calls that are unnecessary. The CONTRACTOR agrees that he will maintain reasonable contact with his clients and respond to indigent client requests in a timely fashion. The CONTRACTOR agrees that they will provide legal services for indigent defense unless a conflict exists. For the purpose of this contract, a "conflict" means an ethical conflict under the Rules of Professional Conduct not arising from the CONTRACTOR'S contemporaneous "outside" employment. Scheduling difficulties, vacation periods, and illness shall not constitute a "conflict". The following coverage shall be provided within the terms of this contract:

The CONTRACTOR must record in writing all contacts with indigent clients so the court can be apprised of the degree to which contact is being maintained with every indigent client.

The CONTRACTOR is responsible for making appropriate arrangements during any periods when he is unavailable due to medical reasons or when he is on vacation.

ASSIGNMENT OF CASES

In general, cases will be assigned to the CONTRACTOR by the court at the Court's discretion. The CONTRACTOR shall keep the court apprised of his desires in this regard. The JUDGE agrees to give strong consideration to the CONTRACTOR'S preferences regarding appointments.

Notice of appointment shall be provided to appointed counsel as follows: by e-mail to the appointed CONTRACTOR, unless otherwise arranged by the CONTRACTOR and approved by the JUDGE. The CONTRACTOR shall secure one or more active e-mail addresses and shall provide the Court Administrator and the Clerk of the Court his e-mail address(es) for notification purposes. Notice of all appointments shall be forwarded to the CONTRACTOR by e-mail. Counsel or their designee shall check for appointments daily, Monday through Friday. The CONTRACTOR under this contract shall arrange to attend to each other's appointments when any counsel is unavailable.

The CONTRACTOR agrees to be responsible for active indigent cases that previously had been assigned to the Pacific County Public Defender's Office or other CONTRACTORS. NOTE: A separate contract has been secured to cover two-thirds (2/3) of adult felony cases and all juvenile civil, juvenile offender, and South and North

District Court cases. It is understood that approximately one-third (1/3) of previously assigned active adult felony indigent cases will be assigned to the CONTRACTOR signatory to this contract, and that approximately two-thirds (2/3) of such cases will be assigned to the CONTRACTOR(s) signatory to a separate contract.

The CONTRACTOR shall document the number of hours spent on public defense cases and provide such information as requested and required by the County and Office of Public Defense Grant requirements.

PAYMENT

In consideration of such services, the CONTRACTOR shall be paid by Pacific County, on a monthly basis for the years as follows:

David Hatch \$4,202.50/per month 1/3 Adult Superior Court Felonies

Note: representation includes the corresponding representation for persons subject to contempt proceedings as per the above distribution.

The total contract for the Calendar Years 2014 and 2015 will be increased by the same percent cost of living increase, if any, that is provided to non-represented Pacific County management employees effective January 1, 2014 and January 1, 2015.

Note: This contract is for a maximum of one-hundred (100) Adult Felony appointments in total per year as said appointments enumerated previously herein under SCOPE OF SERVICES. For any felony appointments in excess of the one-hundred case cap, the CONTRACTOR would then have the option of accepting the additional appointment pursuant to mutually acceptable terms of payment.

The parties agree that in providing services in his capacity under this contract the CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF PACIFIC COUNTY. The CONTRACTOR hereby agrees not to make any representation to any third party, nor to allow such third party to remain under the misimpression that the CONTRACTOR is an employee of PACIFIC COUNTY as it pertains to providing services under this contract.

The JUDGE will provide no additional compensation, benefits, or any other remuneration beyond the contract amount set forth immediately hereinabove.

The CONTRACTOR also agrees to pay any local, state or federal taxes applicable to compensation or income received by the CONTRACTOR pursuant to this contract.

The CONTRACTOR shall not charge a fee to any client who is assigned to him for work performed under this contract.

The CONTRACTOR'S ordinary business expenses are deemed included in the above rate. The CONTRACTOR'S ordinary business expenses are those expenses related to the normal operation of a legal office such as support staff, copies, telephones, office rent, office supplies, etc. Expenses for investigation, expert witnesses, evaluations, etc. are not included in CONTRACTOR'S ordinary business expenses. In the event expenses for investigation, expert witnesses, evaluations, etc. are appropriate, the CONTRACTOR must petition a Court for authorization to incur those expenses.

INDEMNIFICATION

In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

INSURANCE

The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

MONITORING, EVALUATION, AND CLIENT COMPLAINTS

The Superior Court and District Court Judges may periodically monitor, evaluate and review the performance of the CONTRACTOR as pertains to his performance under this contract in keeping with the term of and standards within Pacific County Ordinance No. 159. The Superior Court and District Court Judges may also investigate client complaints as per the procedures outlined in Pacific County Ordinance No. 159.

NONASSIGNABILITY

The CONTRACTOR'S duties shall not be delegated or assigned without court permission.

SUBCONTRACTING

The CONTRACTOR may not subcontract all or a portion of the services under this contract, without express prior written approval of the presiding JUDGE for whom services are to be provided.

TERMS AND TERMINATION

- 1) This contract shall be deemed to have commenced on January 1, 2013 and shall continue through December 31, 2015.
- 2) Either party may terminate this agreement upon sixty (60) days written notice.
- 3) Termination of the contract with less than sixty (60) days written notice must be for "good cause".

CONFLICT WITH LAW

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

QUALIFICATIONS AND TRAINING

The CONTRACTOR shall be qualified to practice law in the State of Washington during the entire period of this contract. If this provision is breached, the JUDGE shall have the authority to terminate this agreement immediately by providing written notice to the CONTRACTOR. The CONTRACTOR shall complete a minimum of seven (7) hours of continuing legal education per year relevant to the provision of indigent legal defense as specified in Pacific County Ordinance No. 159.

The CONTRACTOR(s) acknowledges that he is subject to the Standards for Indigent Defense promulgated by the Washington State Supreme Court

NON-DISCRIMINATION IN SERVICES

The CONTRACTOR agrees to provide equal opportunity in regard to the services to be provided. The CONTRACTOR agrees that no person who works for the CONTRACTOR or seeks employment with the CONTRACTOR or otherwise falls under the ambit of this contract shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog by a disabled person.

SAVINGS AND SEVERABILITY

If any provision, or any portion thereof, contained in this contract is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof shall be deemed severed, and the remainder of this contract shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

SCHEDULING

The Court will attempt to schedule all pre-trial hearings for the CONTRACTOR on each Friday of each month. The CONTRACTOR agrees that he shall be present at each Friday docket for which the Court is in session, and that the Court may, at its discretion, schedule hearings for any given Friday docket.

VENUE

In the event that any party to this contract or any subcontractor shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

NOTICE

Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

ENTIRE CONTRACT

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this _____ day of _____, 20_____.

SUPERIOR COURT JUDGE:

Michael J. Sullivan Date

Michael J. Sullivan 11/30/2012

CONTRACTOR:

David Hatch Date

David Hatch 11-30-2012

CONFIRMED BY:
Board of Commissioners
Pacific County, Washington

ATTESTED:

Lisa Ayers Date
Chairman

Clerk of the Board Date

**INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(Harold Karlsvik)**

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, hereinafter referred to as "JUDGE"; Harold Karlsvik, P.O. Box 631, Raymond, WA 98577, hereinafter referred to as "CONTRACTOR". According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

ADULT FELONY

The ATTORNEY shall be responsible for representing adults and declined juveniles who are entitled to counsel at public expense in criminal, contempt including civil contempt, and voluntary commitment cases in Pacific County, Washington, when ordered to do so by a court or at the request of an arrested defendant prior to his/her first appearance in court. The services provided by the CONTRACTOR also shall include, but not be limited to; representing indigents in criminal cases, involuntary commitment proceedings, in appeals from a District Court to Superior Court, in probation violation hearings, and in cases where contempt is sought as a sanction and counsel is appointed. Service also shall include preparation of post-judgment paperwork (modification of judgment, motion for furloughs, motion for special examinations, etc.) and preparation of a notice of appeal in cases where an appeal is requested by a defendant/respondent. This contract is intended to provide coverage for one-third (1/3) of the appointments as described herein. The remaining two-thirds of case assignments shall be assigned by the court via a separate contract. The applicable court shall retain the right of assignment as specified under ASSIGNMENT OF CASES.

DUTIES OF CONTRACTOR

The CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159. The CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed; however, the CONTRACTOR will not be appointed under this contract to represent a defendant/respondent who is charged with murder in the first degree, or for exceptional cases which require abnormal time and effort to reach resolution. The CONTRACTOR

reserves the right to petition the court for additional compensation in such exceptional cases. The court shall reserve the right to make such determinations.

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The CONTRACTOR must record in writing all contacts with indigent clients so the court can be apprised of the degree to which contact is being maintained with every indigent client.

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ASSIGNMENT OF CASES

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District Court cases. It is understood that approximately one-third (1/3) of previously assigned active adult felony indigent cases will be assigned to the CONTRACTOR signatory to this contract, and that approximately two-thirds (2/3) of such cases will be assigned to the CONTRACTOR(s) signatory to a separate contract.

The CONTRACTOR shall document the number of hours spent on public defense cases and provide such information as requested and required by the County and Office of Public Defense Grant requirements.

PAYMENT

In consideration of such services, the CONTRACTOR shall be paid by Pacific County, on a monthly basis for the years as follows:

Harold Karlsvik \$4,202.50/per month 1/3 Adult Superior Court Felonies

Note: representation includes the corresponding representation for persons subject to contempt proceedings as per the above distribution.

The total contract for the Calendar Years 2014 and 2015 will be increased by the same percent cost of living increase, if any, that is provided to non-represented Pacific County management employees effective January 1, 2014 and January 1, 2015.

Note: This contract is for a maximum of one-hundred (100) Adult Felony appointments in total per year as said appointments enumerated previously herein under SCOPE OF SERVICES. For any felony appointments in excess of the one-hundred case cap, the CONTRACTOR would then have the option of accepting the additional appointment pursuant to mutually acceptable terms of payment.

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INDEMNIFICATION

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INSURANCE

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MONITORING, EVALUATION, AND CLIENT COMPLAINTS

The Superior Court and District Court Judges may periodically monitor, evaluate and review the performance of the CONTRACTOR as pertains to his performance under this contract in keeping with the term of and standards within Pacific County

Ordinance No. 159. The Superior Court and District Court Judges may also investigate client complaints as per the procedures outlined in Pacific County Ordinance No. 159.

NONASSIGNABILITY

The CONTRACTOR'S duties shall not be delegated or assigned without court permission.

SUBCONTRACTING

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- 3) Termination of the contract with less than sixty (60) days written notice must be for "good cause".

CONFLICT WITH LAW

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

QUALIFICATIONS AND TRAINING

The CONTRACTOR shall be qualified to practice law in the State of Washington during the entire period of this contract. If this provision is breached, the JUDGE shall have the authority to terminate this agreement immediately by providing written notice to the CONTRACTOR. The CONTRACTOR shall complete a minimum of seven (7) hours of continuing legal education per year relevant to the provision of indigent legal defense as specified in Pacific County Ordinance No. 159.

The CONTRACTOR(s) acknowledges that he is subject to the Standards for Indigent Defense promulgated by the Washington State Supreme Court.

NON-DISCRIMINATION IN SERVICES

The CONTRACTOR agrees to provide equal opportunity in regard to the services to be provided. The CONTRACTOR agrees that no person who works for the CONTRACTOR or seeks employment with the CONTRACTOR or otherwise falls under the ambit of this contract shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog by a disabled person.

SAVINGS AND SEVERABILITY

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The Court will attempt to schedule all pre-trial hearings for the CONTRACTOR on each Friday of each month. The CONTRACTOR agrees that he shall be present at each Friday docket for which the Court is in session, and that the Court may, at its discretion, schedule hearings for any given Friday docket.

VENUE

In the event that any party to this contract or any subcontractor shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

NOTICE

Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

ENTIRE CONTRACT

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this _____ day of _____, 20_____.

SUPERIOR COURT JUDGE:

Michael J. Sullivan Date
Michael J. Sullivan 12/4/12

CONTRACTOR:

Harold Karlsvik Date
Harold Karlsvik 11/30/12

CONFIRMED BY:
Board of Commissioners
Pacific County, Washington

ATTESTED:

Lisa Ayers Date
Chairman

Clerk of the Board Date

**INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(Thomas Keehan)**

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, hereinafter referred to as "JUDGE"; Thomas Keehan, P.O. Box 7846, Olympia, WA 98507-7846, hereinafter referred to as "CONTRACTOR". According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

ADULT FELONY

The ATTORNEY shall be responsible for representing adults and declined juveniles who are entitled to counsel at public expense in criminal, contempt including civil contempt, and voluntary commitment cases in Pacific County, Washington, when ordered to do so by a court or at the request of an arrested defendant prior to his/her first appearance in court. The services provided by the CONTRACTOR also shall include, but not be limited to; representing indigents in criminal cases, involuntary commitment proceedings, in appeals from a District Court to Superior Court, in probation violation hearings, and in cases where contempt is sought as a sanction and counsel is appointed. Service also shall include preparation of post-judgment paperwork (modification of judgment, motion for furloughs, motion for special examinations, etc.) and preparation of a notice of appeal in cases where an appeal is requested by a defendant/respondent. This contract is intended to provide coverage for one-third (1/3) of the appointments as described herein. The remaining two-thirds of case assignments shall be assigned by the court via a separate contract. The applicable court shall retain the right of assignment as specified under ASSIGNMENT OF CASES.

DUTIES OF CONTRACTOR

The CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159. The CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed; however, the CONTRACTOR will not be appointed under this contract to represent a defendant/respondent who is charged with murder in the first degree, or for exceptional cases which require abnormal time and effort to reach resolution. The CONTRACTOR

reserves the right to petition the court for additional compensation in such exceptional cases. The court shall reserve the right to make such determinations.

The CONTRACTOR agrees to have a business telephone line(s), a fax machine, and an answering machine accessible without long distance charges. The CONTRACTOR agrees that he will accept collect telephone calls from his clients. The CONTRACTOR does not have to accept collect telephone calls from clients who are abusive toward him or who make repeated collect calls that are unnecessary. The CONTRACTOR agrees that he will maintain reasonable contact with his clients and respond to indigent client requests in a timely fashion. The CONTRACTOR agrees that they will provide legal services for indigent defense unless a conflict exists. For the purpose of this contract, a "conflict" means an ethical conflict under the Rules of Professional Conduct not arising from the CONTRACTOR'S contemporaneous "outside" employment. Scheduling difficulties, vacation periods, and illness shall not constitute a "conflict". The following coverage shall be provided within the terms of this contract:

The CONTRACTOR must record in writing all contacts with indigent clients so the court can be apprised of the degree to which contact is being maintained with every indigent client.

The CONTRACTOR is responsible for making appropriate arrangements during any periods when he is unavailable due to medical reasons or when he is on vacation.

ASSIGNMENT OF CASES

In general, cases will be assigned to the CONTRACTOR by the court at the Court's discretion. The CONTRACTOR shall keep the court apprised of his desires in this regard. The JUDGE agrees to give strong consideration to the CONTRACTOR'S preferences regarding appointments.

Notice of appointment shall be provided to appointed counsel as follows: by e-mail to the appointed CONTRACTOR, unless otherwise arranged by the CONTRACTOR and approved by the JUDGE. The CONTRACTOR shall secure one or more active e-mail addresses and shall provide the Court Administrator and the Clerk of the Court his e-mail address(es) for notification purposes. Notice of all appointments shall be forwarded to the CONTRACTOR by e-mail. Counsel or their designee shall check for appointments daily, Monday through Friday. The CONTRACTOR under this contract shall arrange to attend to each other's appointments when any counsel is unavailable.

The CONTRACTOR agrees to be responsible for active indigent cases that previously had been assigned to the Pacific County Public Defender's Office or other CONTRACTORS. NOTE: A separate contract has been secured to cover two-thirds (2/3) of adult felony cases and all juvenile civil, juvenile offender, and South and North

District Court cases. It is understood that approximately one-third (1/3) of previously assigned active adult felony indigent cases will be assigned to the CONTRACTOR signatory to this contract, and that approximately two-thirds (2/3) of such cases will be assigned to the CONTRACTOR(s) signatory to a separate contract.

The CONTRACTOR shall document the number of hours spent on public defense cases and provide such information as requested and required by the County and Office of Public Defense Grant requirements.

PAYMENT

In consideration of such services, the CONTRACTOR shall be paid by Pacific County, on a monthly basis for the years as follows:

Thomas Keehan \$4,202.50/per month 1/3 Adult Superior Court Felonies

Note: representation includes the corresponding representation for persons subject to contempt proceedings as per the above distribution.

The total contract for the Calendar Years 2014 and 2015 will be increased by the same percent cost of living increase, if any, that is provided to non-represented Pacific County management employees effective January 1, 2014 and January 1, 2015.

Note: This contract is for a maximum of one-hundred (100) Adult Felony appointments in total per year as said appointments enumerated previously herein under SCOPE OF SERVICES. For any felony appointments in excess of the one-hundred case cap, the CONTRACTOR would then have the option of accepting the additional appointment pursuant to mutually acceptable terms of payment.

The parties agree that in providing services in his capacity under this contract the CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF PACIFIC COUNTY. The CONTRACTOR hereby agrees not to make any representation to any third party, nor to allow such third party to remain under the misimpression that the CONTRACTOR is an employee of PACIFIC COUNTY as it pertains to providing services under this contract.

The JUDGE will provide no additional compensation, benefits, or any other remuneration beyond the contract amount set forth immediately hereinabove.

The CONTRACTOR also agrees to pay any local, state or federal taxes applicable to compensation or income received by the CONTRACTOR pursuant to this contract.

The CONTRACTOR shall not charge a fee to any client who is assigned to him for work performed under this contract.

The CONTRACTOR'S ordinary business expenses are deemed included in the above rate. The CONTRACTOR'S ordinary business expenses are those expenses related to the normal operation of a legal office such as support staff, copies, telephones, office rent, office supplies, etc. Expenses for investigation, expert witnesses, evaluations, etc. are not included in CONTRACTOR'S ordinary business expenses. In the event expenses for investigation, expert witnesses, evaluations, etc. are appropriate, the CONTRACTOR must petition a Court for authorization to incur those expenses.

INDEMNIFICATION

In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

INSURANCE

The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

MONITORING, EVALUATION, AND CLIENT COMPLAINTS

The Superior Court and District Court Judges may periodically monitor, evaluate and review the performance of the CONTRACTOR as pertains to his performance under this contract in keeping with the term of and standards within Pacific County

Ordinance No. 159. The Superior Court and District Court Judges may also investigate client complaints as per the procedures outlined in Pacific County Ordinance No. 159.

NONASSIGNABILITY

The CONTRACTOR'S duties shall not be delegated or assigned without court permission.

SUBCONTRACTING

The CONTRACTOR may not subcontract all or a portion of the services under this contract, without express prior written approval of the presiding JUDGE for whom services are to be provided.

TERMS AND TERMINATION

- 1) This contract shall be deemed to have commenced on January 1, 2013 and shall continue through December 31, 2015.
- 2) Either party may terminate this agreement upon sixty (60) days written notice.
- 3) Termination of the contract with less than sixty (60) days written notice must be for "good cause".

CONFLICT WITH LAW

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

QUALIFICATIONS AND TRAINING

The CONTRACTOR shall be qualified to practice law in the State of Washington during the entire period of this contract. If this provision is breached, the JUDGE shall have the authority to terminate this agreement immediately by providing written notice to the CONTRACTOR. The CONTRACTOR shall complete a minimum of seven (7) hours of continuing legal education per year relevant to the provision of indigent legal defense as specified in Pacific County Ordinance No. 159.

The CONTRACTOR(s) acknowledges that he is subject to the Standards for Indigent Defense promulgated by the Washington State Supreme Court.

NON-DISCRIMINATION IN SERVICES

The CONTRACTOR agrees to provide equal opportunity in regard to the services to be provided. The CONTRACTOR agrees that no person who works for the CONTRACTOR or seeks employment with the CONTRACTOR or otherwise falls under the ambit of this contract shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog by a disabled person.

SAVINGS AND SEVERABILITY

If any provision, or any portion thereof, contained in this contract is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof shall be deemed severed, and the remainder of this contract shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

SCHEDULING

The Court will attempt to schedule all pre-trial hearings for the CONTRACTOR on each Friday of each month. The CONTRACTOR agrees that he shall be present at each Friday docket for which the Court is in session, and that the Court may, at its discretion, schedule hearings for any given Friday docket.

VENUE

In the event that any party to this contract or any subcontractor shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

NOTICE

Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

**INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(Scott Harmer)**

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, and the District Court Judge for South Pacific County and hereinafter referred to as "JUDGE"; Scott Harmer, P O Box 1018, South Bend, Washington 98586; hereinafter referred to as "CONTRACTOR". According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the CONTRACTOR shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

SOUTH DISTRICT COURT

Each CONTRACTOR shall be responsible for representing persons who are or have been arrested or charged with any criminal offense or violation of probation before the South District Court in Pacific County, Washington, when ordered to do so by the court or at the request of an arrested defendant prior to his/her first appearance in court. The services provided by each CONTRACTOR also shall include, but not be limited to, the preparation of post-judgment paperwork (modification of judgment, motion for furlough, motion for special examinations, etc.) and preparation of a notice of appeal in cases where an appeal is requested by respondent.

DUTIES OF CONTRACTOR

Each CONTRACTOR agrees to represent, advise, defend in court, and otherwise provide legal assistance in accordance with the Rules of Professional Conduct and in keeping with the standards and requirements established in Pacific County Ordinance No. 159. Each CONTRACTOR agrees to comply with the SCOPE OF SERVICES listed;

Each CONTRACTOR agrees to have a business telephone line(s), a fax machine, and an answering machine accessible without long distance charges. Each CONTRACTOR agrees that he/she will accept collect telephone calls from his/her clients. The CONTRACTORS do not have to accept collect telephone calls from clients who are abusive toward him/her or who make repeated collect calls that are unnecessary. The CONTRACTORS agree that he/she will maintain reasonable contact with his/her clients and respond to indigent client requests in a timely fashion. Each CONTRACTOR agrees that they will provide legal services for indigent defense unless

a conflict exists. For the purpose of this contract, a "conflict" means an ethical conflict under the Rules of Professional Conduct not arising from the CONTRACTOR'S contemporaneous "outside" employment. Scheduling difficulties, vacation periods, and illness shall not constitute a "conflict". The following coverage shall be provided within the terms of this contract:

- South District Court:

CONTRACTOR must record in writing all contacts with indigent clients so that the court can be apprised of the degree to which contact is being maintained with every indigent client.

CONTRACTOR is responsible for making appropriate arrangements during any periods when he/she is unavailable due to medical reasons or when he/she is on vacation.

ASSIGNMENT OF CASES

In general, cases will be assigned to the CONTRACTOR by the court at the Court's discretion. The CONTRACTOR shall keep the court apprised of his desires in this regard. The JUDGE agrees to give strong consideration to the CONTRACTOR preferences regarding appointments.

Notice of appointment shall be provided to appointed counsel as follows: by e-mail to the appointed CONTRACTOR, unless otherwise arranged by the CONTRACTOR and approved by the JUDGE. Each CONTRACTOR shall secure one or more active e-mail addresses and shall provide the Court Administrator and the Clerk of the Court his e-mail address(es) for notification purposes. Notice of all appointments shall be forwarded to all the CONTRACTORS by e-mail. Counsel or their designee shall check for appointments daily, Monday through Friday.

CONTRACTOR agrees to be responsible for active indigent cases that previously had been assigned to the Pacific County Public Defender's Office or other CONTRACTORS.

The CONTRACTORS shall document the number of hours spent on public defense cases and provide such information as requested and required by the County and Office of Public Defense Grant requirements.

PAYMENT

In consideration of such services, each CONTRACTOR shall be paid by Pacific County, on a monthly basis for the year 2013 as follows:

Scott Harmer	\$5400 /per month	South District Court 1 st
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The total contract for the Calendar Year 2014, 2015, 2016 and 2017 will be increased by the same percent cost of living increase, if any, that is provided to non-represented Pacific County management employees effective January 1, 2014, January 1, 2015, January 1, 2016 and January 1, 2017.

The CONTRACTOR agrees that in providing services in his capacity under this contract the CONTRACTOR IS INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF PACIFIC COUNTY. The CONTRACTOR hereby agrees not to make any representation to any third party, nor to allow such third party to remain under the misimpression that the CONTRACTOR is an employee of PACIFIC COUNTY as it pertains to providing services under this contract.

The JUDGE will provide no additional compensation, benefits, or any other remuneration beyond the contract amount set forth immediately hereinabove.

Each CONTRACTOR also agrees to pay any local, state or federal taxes applicable to compensation or income received by the CONTRACTOR pursuant to this contract.

Each CONTRACTOR shall not charge a fee to any client who is assigned to him/her for work performed under this contract.

Each CONTRACTOR'S ordinary business expenses are deemed included in the above rate. The CONTRACTOR'S ordinary business expenses are those expenses related to the normal operation of a legal office such as support staff, copies, telephones, office rent, office supplies, etc. Expenses for investigation, expert witnesses, evaluations, etc. are not included in CONTRACTOR'S ordinary business expenses. In the event expenses for investigation, expert witnesses, evaluations, etc. are appropriate, an CONTRACTOR must petition a Court for authorization to incur those expenses.

INDEMNIFICATION

In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and

shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

INSURANCE

The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

MONITORING, EVALUATION, AND CLIENT COMPLAINTS

The Superior Court and District Court Judges may periodically monitor, evaluate and review the performance of the CONTRACTORS as pertains to their performance under this contract in keeping with the term of and standards within Pacific County Ordinance No. 159. The Superior Court and District Court Judges may also investigate client complaints as per the procedures outlined in Pacific County Ordinance No. 159.

NONASSIGNABILITY

The CONTRACTOR'S duties shall not be delegated or assigned without court permission.

SUBCONTRACTING

Each CONTRACTOR may not subcontract all or a portion of the services under this contract, without express prior written approval of the presiding JUDGE for whom services are to be provided.

TERMS AND TERMINATION

- 1) This contract shall be deemed to have commenced on January 1, 2013 and shall continue through December 31, 2017.
- 2) Either party may terminate this agreement upon one hundred twenty (120) days written notice.

- 3) Termination of the contract with less than one-hundred twenty (120) days written notice must be for "good cause".

CONFLICT WITH LAW

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

QUALIFICATIONS AND TRAINING

Each CONTRACTOR shall be qualified to practice law in the State of Washington during the entire period of this contract. If this provision is breached, the JUDGE shall have the authority to terminate this agreement immediately with respect to the CONTRACTOR who is no longer qualified to practice law in the State of Washington by providing written notice to that CONTRACTOR. Written notice shall be given to the other CONTRACTOR who is a party to this agreement and any subcontractor. If this situation occurs, the remaining CONTRACTOR shall be responsible for fulfilling the terms of this contract. The remaining CONTRACTOR may perform the necessary services his/her or hire CONTRACTOR(s) to perform these services who are acceptable to the applicable JUDGE. The CONTRACTORS shall each complete a minimum of seven (7) hours of continuing education per year relevant to the provisions of indigent legal defense as specified in Pacific County Ordinance No. 159.

The CONTRACTOR(s) acknowledges that he is subject to the Standards for Indigent Defense promulgated by the Washington State Supreme Court

NON-DISCRIMINATION IN SERVICES

Each CONTRACTOR agrees to provide equal opportunity in regard to the services to be provided. Each CONTRACTOR agrees that no person who works for the CONTRACTORS or seeks employment with the CONTRACTORS or otherwise falls under the ambit of this contract shall be denied employment or benefits or be discriminated against on the grounds of race, creed, color, national origin, sex, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog by a disabled person.

SAVINGS AND SEVERABILITY

If any provision, or any portion thereof, contained in this contract is held to be unconstitutional, invalid or unenforceable, said provision(s) thereof shall be deemed severed, and the remainder of this contract shall not be affected and shall remain in full

force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

VENUE

In the event that any party to this contract or any subcontractor shall bring a suit or action on or arising out of this contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

NOTICE

Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

ENTIRE CONTRACT

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this _____ day of _____, 20_____.

SUPERIOR COURT JUDGE:

Michael J. Sullivan
Michael J. Sullivan Date

CONTRACTORS:

Scott Harmer 11-29-12
Scott Harmer Date

SOUTH DISTRICT COURT JUDGE:

Douglas Goetz
Douglas Goetz Date

CONFIRMED BY:

Board of Commissioners
Pacific County, Washington

ATTESTED:

Lisa Ayers
Lisa Ayers Date
Chairman

Clerk of the Board
Clerk of the Board Date