INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(Scott Harmer – North District Court)

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, [redacted] 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

NORTH DISTRICT COURT

The 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 North 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 first appearance in court. The services provided by the 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

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;

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/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. 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:

- North District Court: One Conflict

The CONTRACTOR must record in writing all contacts with indigent clients so that a 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/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/her 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/her 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.

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.

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, The CONTRACTOR shall be paid by Pacific County, on a monthly basis for the year 2013 as follows:

Scott Harmer	$2100 /per month	North District Court 1st

The parties agree that in providing services in his/her capacity under this contract the CONTRACTORS ARE INDEPENDENT CONTRACTORS AND NOT EMPLOYEES OF PACIFIC COUNTY. The CONTRACTORS hereby agree not to make any representation to any third party, nor to allow such third party to remain under the misimpression that the CONTRACTORS are employees 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/her 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, 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 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 or greater per occurrence and $300,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. 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

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, 2013.
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 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 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 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 Date

CONTRACTOR:

[redacted] 11-20-12

Scott Harmer Date

NORTH DISTRICT COURT JUDGE:

[redacted] 11-20-12

Elizabeth Penoyar Date

CONFIRMED BY:
Board of Commissioners
Pacific County, Washington

_____

Lisa Ayers Date
Chairman

ATTESTED:

_____

Clerk of the Board Date