

**AGREEMENT FOR GRAYS HARBOR COUNTY JUVENILE COURT  
INDIGENT DEFENSE SERVICES CONFLICT PANEL ATTORNEY-2020**

This agreement is entered into by and between Grays Harbor County and the undersigned attorney. The undersigned, an Attorney at Law licensed to practice in the State of Washington, agrees to represent indigent defendants before the Juvenile Court for Grays Harbor County under the following terms and conditions:

1. **Duties of Attorney.** The Attorney agrees to represent, advise, defend in court and otherwise provide legal assistance to every juvenile defendant entitled to representation in accordance with the Code of Professional Responsibility and the best standards of the legal profession in the matter for which the Attorney has been appointed. The Attorney shall provide representation in the following types of cases before the Grays Harbor County Superior Court, Juvenile Department: (1) juvenile criminal proceedings, including declination proceedings and revocation proceedings; (2) truancy proceedings; and (3) At-Risk-Youth and CHINS proceedings. It is understood by all parties hereto that Attorney's obligation to provide representation pursuant to this Contract includes the obligation to complete all cases or matters covered by this Agreement and assigned to Attorney as of the date of termination unless otherwise relieved of this obligation by the Court.

The Attorney shall be assigned cases after determination of a conflict of interest. In all assigned matters, the Attorney shall comply with the Washington State Standards for Indigent Defense.

(a) **Appeals.** Whenever a person represented by Attorney under this Contract requests appeal from any decision of the Court, Attorney shall: (1) assist said person in perfecting the appeal; and (2) represent said person in perfecting the appeal.

(b) **Expenses.** All expenses incurred by Attorney under this Contract, except the costs of obtaining investigative, expert or other services necessary to an adequate defense, as per CrR 3.1(f), shall be the sole responsibility of Attorney. County agrees to reimburse attorney for expenses incurred in obtaining outside investigative, expert or other services necessary to an adequate defense, provided that Attorney shall seek and obtain the written approval of the Court prior to incurring such expenses.

(c) Upon appointment to a new case the Attorney shall promptly arrange an initial interview with the juvenile.

(d) The Attorney, upon execution of this contract, shall provide a certification that he/she meets the qualifications set forth in Standard 14 of the Standards for Indigent Defense adopted by the Washington Supreme Court for representation in felony cases. In addition the attorney shall comply with the Washington State Bar Association Performance Guidelines for Juvenile Offense Representation.

The Attorney shall also file the quarterly Certification of Compliance under JuCR 9.2 with the Department of Public Defense. Said certifications shall be due no later than the fifteenth day of January, April, July, and October each year.

(e) During the period of this contract the Attorney shall attend at least one training session

each year which is approved by the Washington State Office of Public Defense as provided in Exhibit A. On or before December 31<sup>st</sup> of each year the Attorney shall provide a certified statement specifying the name, date and location of the training to the Department of Public Defense.

2. **Payment.** In consideration of Attorney's performance hereunder covered by the Agreement as of the date of termination, including the completion of all cases and matters, and including reporting requirements in Section 3, County shall pay Attorney \$350 per completed case. Attorney shall submit a claim for payment to the Department of Public Defense on forms approved by the Department no later than fifteen (15) days following the last day of the month for which a claim is made. Claims shall be accompanied by any reports required in Section 3. Any claims not submitted within sixty (60) days following the last day of the month for which a claim is made may not be honored. The amount of compensation represents full payment for Attorney's services and administrative costs. Attorney is prohibited from attempting to collect any additional fee(s) or costs from any respondent represented under this Contract.

3. **Reports.** To assist in the administration of indigent defense legal services, the Attorney shall use and submit all case reporting forms to the Department of Public Defense. The report shall include case name, cause number, nature of the case, and disposition (if any). In addition, the Attorney shall report all hours billed for each assigned case. The report shall be provided to the Department of Public Defense on or before the 15th day of each calendar month. Failure to timely comply with reporting requirements may result in the suspension or termination of this contract.

4. **Hold Harmless; Insurance.** The Attorney agrees to hold the county harmless and defend any action arising against the County because of the alleged negligence or intentional misconduct of the Attorney, Attorney's employees or agents. The Attorney shall, at all times, maintain errors and omissions liability insurance coverage with a minimum individual coverage limit of at least \$100,000 per occurrence, \$300,000 annual aggregate limit, and shall provide the Department of Public Defense with a certificate of such insurance at the time of entry of this contract and update if expiration occurs within the duration of this agreement. Said certificate shall state that such insurance is in force and that such insurance will not be canceled without first giving thirty (30) days written notice to County by delivering such to the Clerk of the Board of County Commissioners.

5. **Non-assignability.** The Attorney shall not assign this contract or any rights or duties hereunder. The Attorney's duties shall not be delegated without court permission.

6. **Term.** This contract shall be for a period of one year, effective January 1, 2020, through December 31, 2020, inclusive, unless otherwise terminated as provided for herein; however, the Attorney shall complete the cases already assigned to him or her during the effective contract term.

7. **Termination.** If Attorney is unable to continue representation after termination, as provided in this section, then the attorney shall provide a transfer memo to the Department of Public Defense and new counsel and provide all discovery to defendant's new counsel.

(a) For Cause: Either party may terminate this Agreement immediately in the event the other party fails to perform its obligations as described in this Agreement and such failure has

not been corrected to the reasonable satisfaction of the injured party in a timely manner after notice of breach has been provided to the other party in writing (including email). Such notice shall include an opportunity to cure the breach no later than twenty-one (21) days following notice. No new cases will be assigned during the cure period. Following termination, compensation for cases assigned prior to the effective day of termination shall be as provided under this Agreement.

(b) For Reasons Beyond the Parties' Control: Either party may terminate this Agreement immediately without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's control, including but not limited to acts of nature, war, riot, personal disability or superior governmental regulation or control.

(c) Without Cause: Either party may terminate this Agreement without cause upon 60 days written notice. The contracting attorney shall provide written notice of termination of contract to be delivered to the Grays Harbor County Department of Public Defense and shall be responsible for completion of cases assigned prior to the effective date of termination. If Attorney is unable to continue representation after termination, as provided by this section, then Attorney shall provide a transfer memo to the Department of Public Defense and new counsel and provide all discovery to defendant's new counsel.

8. **Designation and Assignment.** Attorney may designate one or more licensed attorneys at law to associate with him/her in the performance of this Contract. Such designation shall not relieve Attorney from any responsibility for the performance of the contract. Any lawyer so designated shall be responsible for the performance of this Contract in the same manner as Attorney. However, Attorney shall not so designate or assign said licensed attorneys without prior written approval of the County or its Department of Public Defense.

9. 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 court rules shall control.

10. **Entire Agreement.** Upon execution by both parties, this Agreement shall become effective January 1, 2020. This instrument and the attorney application form attached are the entire agreement between the parties and may not be enlarged, modified or altered except in writings signed by the parties.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

DATED: \_\_\_\_\_, 2019.  
ATTORNEY

DATED: \_\_\_\_\_, 2019.  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Attorney signature

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Typed/Printed Name of Attorney

\_\_\_\_\_  
Commissioner

Typed/Printed mailing address:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

Contact information:  
Office phone(s): \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board

Email: \_\_\_\_\_  
Special conditions:

\_\_\_\_\_  
\_\_\_\_\_