

**GRAYS HARBOR COUNTY JUVENILE COURT
2019 INDIGENT DEFENSE CONFLICT CONTRACT**

The undersigned, an Attorney at Law (“Conflict Attorney”) 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 Conflict Attorney agrees to take those cases for which the Juvenile Court Indigent Defense Attorney has a conflict, and 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 Conflict Attorney has been appointed. The Conflict 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 Conflict 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 Conflict Attorney as of the date of termination unless otherwise relieved of this obligation by the Court.

In the event a change of venue is granted to a juvenile and/or person for whom Conflict Attorney is to provide representation pursuant to this Agreement, Conflict Attorney shall continue to represent such juvenile and/or person in that other court with no additional compensation over the Contract price.

The Conflict Attorney shall not be assigned to more than 150 cases per calendar year, based upon the September 16, 2014 Grays Harbor County Juvenile Court Case Weighting Policy, attached as Exhibit A.

- (a) **Appeals.** Whenever a person represented by Attorney under this Contract requests appeal from any decision of the Court, Conflict 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 Conflict 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 Conflict Attorney. County agrees to reimburse attorney for expenses incurred in obtaining outside investigative, expert or other services necessary to an adequate defense, provided that Conflict Attorney shall seek and obtain the written approval of the Court prior to incurring such expenses.
- (c) Upon appointment to a new case the Conflict Attorney shall promptly arrange an initial interview with the juvenile.
- (d) The Superior Court shall at all times retain the unqualified discretion as to the removal of the Conflict Attorney in any case.

(e) The Conflict Attorney, within thirty (30) days following 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. The Conflict Attorney shall also file the quarterly Certification of Compliance under JuCR 9.2 with the Court Administrator. Said certifications shall be due no later than January 15th, April 15th, July 15th, and October 15th of each year.

(f) During the period of this contract the Conflict 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 B. On or before December 31st of each year the Conflict Attorney shall provide a certified statement specifying the name, date and location of the training to the Court Administrator.

2. **Payment.** In consideration of Conflict Attorney's performance hereunder, including the completion of all cases and matters, including reporting requirements, covered by the Agreement as of the date of termination, County shall pay Attorney the sum of One Thousand Dollars (\$1,000.00) per month. Conflict Attorney shall submit a claim for payment to the Court Administrator on forms approved by the Court Administrator no later than thirty (30) days following the last day of the month for which a claim is made. Any claims not submitted within sixty (60) days following the last day of the month for which a claim is made shall not be honored. The amount of compensation represents full payment for Conflict Attorney's services and administrative costs. Conflict Attorney is prohibited from attempting to collect any additional fee(s) or costs from any respondent represented under this Contract.

3. **Reports.** To assist the Court in the administration of indigent defense legal services, the Conflict Attorney shall provide a summary of cases assigned to the Conflict Attorney on forms to be provided by the Court. The report shall include case name, cause number, nature of the case, and disposition (if any). The report shall be provided to the Court Administrator on or before the 15th day of each calendar month.

4. **Hold Harmless; Insurance.** The Conflict 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 Conflict Attorney, Conflict Attorney's employees or agents. The Conflict 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 Court Administrator with a certificate of such insurance by January 31st of each year. 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 Conflict Attorney shall not assign this contract or any rights or duties hereunder. The Conflict Attorney's duties shall not be delegated without court permission.

6. **Term.** This contract shall be for a period of one year, effective March 1, 2019, through December 31, 2019, inclusive, unless otherwise terminated as provided for herein; however, the Conflict Attorney shall complete the cases already assigned to him or her during the effective contract term.

7. **Termination.** The Court shall retain the discretion to release Conflict Attorney from assigned cases pursuant to **Section 1(d)** under any termination provision described below. If Conflict Attorney is unable to continue representation after termination, as provided in this section, then Conflict Attorney shall provide all discovery to any assigned 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. 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 90 days written notice, which date of termination shall correspond to the last day of a calendar month. The contracting attorney shall be responsible for completion of cases assigned prior to the effective date of termination. Agreement shall be effective unless in writing and signed by the authorized representative of the parties hereto.

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 Conflict 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, Conflict Attorney shall not so designate or assign said licensed attorneys without prior written approval of the County. Conflict Attorney shall not assign or subcontract his/her responsibility for performance of this Agreement without the prior written approval of the County.

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 March 1, 2019. This document embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all communications, representations, or agreements, either verbal or written, between the parties.

DATED: _____, 2019

Signature: _____

Printed name: _____

Address: _____

Phone number: _____

E-mail: _____

Special Conditions: _____

**BOARD OF COUNTY COMMISSIONERS OF
GRAYS HARBOR COUNTY**

Chairman of the Board

Date