

Notice: Current Professional Services Agreements for Public Defender Services reflect terms for a caseload-based contract, aligned with current Washington State Bar Association (WSBA) Standards for Indigent Defense (Standards). The City recognizes that WSBA has recommended new [Standards for Indigent Defense Services](#) (Recommended Standards) that could be implemented between now and July 2025.

CITY OF LACEY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter “City” and **CONTRACTOR/FIRM NAME**, hereinafter “Contractor,” jointly referred to as “Parties.”

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. Definitions

- 1.1 Case shall mean the filing of a document with the court naming a person as defendant correspondent, to which an Attorney is appointed in order to provide representation. In courts of limited jurisdiction multiple citations from the same incident shall be counted as one (1) case. Cases reassigned to a conflict public defender or cases in which a defendant hires a private attorney for representation shall not be counted as a case.
- 1.2 Contractor shall mean **CONTRACTOR/FIRM NAME**, and shall mean each attorney working for the Contractor.
- 1.3 Defendant shall mean a person charged with a misdemeanor or gross misdemeanor offense that is filed into the Thurston County District Court, and for whom the Contractor must provide services pursuant to this Agreement.

2. Scope of Services, Standards and Warranty

The Contractor will provide indigent defense services in accordance with the standards set forth in Lacey Municipal Code 9.60, as the same exists or is hereafter amended. The Contractor warrants that they, and every attorney and/or intern employed by the Contractor to perform such services under this contract, has read and is fully familiar with the decision in *Wilbur v. Mt Vernon, et al* (“*Wilbur*”), the Washington State Bar Association Guidelines on Indigent Defense, the Washington Supreme Court Rules relevant to public defense services, and the standards set forth in Lacey Municipal Code 9.60 (hereinafter “Standards”). Compliance with these Standards is an essential element of this Agreement.

2.1 Documentation

Compliance includes, but is not limited to, documentation of the following aspects of the Attorney representation:

- 2.1.1 Number and type of cases the Contractor was appointed to per month.

- 2.1.2 For each case appointed, the contractor shall document and provide:
 - 2.1.2.1 Date Contractor was appointed;
 - 2.1.2.2 Client name;
 - 2.1.2.3 Case number;
 - 2.1.2.4 Case type;
- 2.1.3 Number of cases the Contractor closed per month.
- 2.1.4 For each case closed, the Contractor shall document and provide:
 - 2.1.4.1 Date Contractor was appointed;
 - 2.1.4.2 Date case closed;
 - 2.1.4.3 Client name;
 - 2.1.4.4 Case number;
 - 2.1.4.5 Case type
 - 2.1.4.6 Date of initial client contact;
 - 2.1.4.7 Whether investigation or expert services were used;
 - 2.1.4.8 Whether substantive motions were filed;
 - 2.1.4.9 Whether trial was confirmed;
 - 2.1.4.10 Final disposition (jury/bench trial, plea as charged, plea to lesser, dismissed etc.); and
- 2.1.5 The monthly total and year-to-date total of calendar hours assigned to Contractor.
- 2.1.6 The total number of cases reassigned to a conflict public defender and/or cases in which a defendant hires a private attorney for representation.
- 2.1.7 The number and type of criminal cases handled outside of this contract (including cases assigned by another City).
- 2.1.8 The percentage of the Contractor’s practice spent on civil or non-criminal matters, and the year-to-date number of cases outside of this agreement.

Said documentation shall be provided to the City on a monthly basis. Said documentation shall be provided by the 15th day of the month following the month in which said documented services were rendered. Said documentation shall be provided using reporting forms approved by the City. See **Addendum A - Monthly Public Defender Report**.

Contractor shall prepare and make available any necessary grant reporting documentation upon request.

2.2 Caseload

The Contractor will provide indigent defense representation for **CONTRACTED CASES** appointed cases per year. The term “case” and “credit” shall be defined as provided in the Standards. The City utilizes an unweighted case count. The number of monthly assigned cases may vary.

2.3 Court Calendar Services

The Contractor will provide additional defense services at Thurston County District Court (Court). Services will be provided in person and/or through virtual/telephonic appearances at the discretion of the City and Court. Such additional defense services shall include:

2.3.1 Defense coverage for all unrepresented defendants at the following calendars:

2.3.1.1 CALEDNAR DATES, TIME, AND LOCATION BASED ON CONTRACT

2.4 Certification to District Court

The Contractor, and every attorney and/or intern performing services under this agreement, shall certify compliance quarterly with the District Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the District Court.

2.5 Travel Required

The City contracts with Thurston County District Court, located at 3000 Pacific Ave SE, Olympia, WA98501, for municipal court services. The City contracts with the Nisqually Detention and Corrections Center for jail services. The Contractor will be required to travel to these facilities, or other future contract facility used by the City to provide services. Likewise, the Contractor will be required to appear in Thurston County Correctional Facility for consultation and hearings with clients held with or without bail in that facility. Court services consultations, and hearings may also occur via virtual/telephonic appearances at the discretion of the City and the contracted facilities.

2.6 Participation in Future Indigent Service Related Studies

The Contractor agrees to participate in any future indigent service-related studies or audits conducted by the City or its assignee so long as they do not violate any ethical or legal obligations that the contractor has with their clients.

3. Compensation

3.1 Compensation **PENDING**

3.1. Except as expressly provided in Section 3.1, the cost of travel, the infrastructure, administrative support, research materials and systems, as well as standard overhead services necessary to comply with the established Standards is included in the base compensation and premium compensation rate per case.

TABLE 1		
Total Base Compensation		
Year	Total Compensation	Total Monthly Compensation
2025		
2026		
2027*		
2028*		

* If renewed, see **Section 4.1.**

3.1.3 Renegotiation Due to Increases or Decreases in Caseload.

The City and the Contractor shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of cases assigned. Significant "decrease" and "increase" shall mean a change of more than twenty-five percent (25%) in the number of cases assigned.

3.2.1 Renegotiation Due Changes in Court Calendar Services. The City and the Contractor shall renegotiate this contract if there is a substantial change in Court Calendar services. A change in day or time of day does not qualify as a substantial change. Increased days or frequency in Court Calendar services may qualify as a substantial change.

3.4 Continuing Legal Education. The City shall reimburse costs for Continuing Legal Education (CLE) classes relevant to criminal defense in an amount up to **PENDING BASED ON CONTRACT** per year, per attorney, intern, or staff authorized to perform services under this agreement, up to a maximum of **PENDING BASED ON CONTRACT**. Eligible expenses may include memberships which provide CLE opportunities, conference registration expenses for conferences that provide CLE opportunities, and other expenses at the discretion of the City.

3.6 Other Payments in Addition to the above Compensation

The City shall pay for the following case expenses when reasonably incurred and approved by the City.

- 3.6.1 Lay Witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;
- 3.6.2 Medical and psychiatric evaluations;
- 3.6.3 Expert witness fees and expenses;
- 3.6.4 Interpreters for languages not commonly spoken in the City or interpreters for services other than attorney/client communication;
- 3.6.5 Polygraph, forensic and other scientific tests;
- 3.6.6 Investigation expenses; and
- 3.6.7 Any other non-routine expenses the City finds necessary and proper for the investigation, preparation, and presentation of a case.

Payment may be remitted to Contractor or the service provider at the discretion of the City. The above expenses shall be invoiced separately from monthly contract payments.

3.7 Renegotiation Due to Change in Rule or Standard.

This contract may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar or the City significantly modifies the Standards for Indigent

Defense adopted pursuant to the Court rule or resolution, after this contract goes into effect. If any aspect or language in the contract is in conflict with The Supreme Court Standard for Indigent Defense Services, the Standards shall prevail.

4. Term

The term of this agreement shall be from January 1, **YEAR** through December 31, **YEAR**, unless sooner terminated as provided in this Agreement.

4.1 Renewal

The term of this agreement shall automatically renew for successive two (2) year terms for a maximum of one (1) additional terms, unless one party provides written notice to the other party that is at least ninety (90) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement. Renewal term rates will increase pursuant to Section 3 of this agreement.

5. Termination

5.1 For Cause

This agreement may be terminated for cause for violation of any material term of this agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, a violation of the Standards of the provisions in Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Contractor, or any attorney providing services under the agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Attorney who shall have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

5.2 Termination on Mutual Agreement

The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination, or expiration of this contract does not affect any existing obligation or liability of either party.

5.3 Representation

The compensation established in this agreement compensates the Attorney for services relating to each and every assigned case. Therefore, in the event this agreement is terminated, the Contractor will continue to represent clients on previously assigned cases until a case is concluded at the trial court level or the defendant fails to appear and a warrant issues, or 90 days whichever is sooner. For the purposes of this contract the term "concluded" is defined as "the Court has accepted a

proposed resolution, including the entry of a plea, diversion agreement (PDA), stipulated order of continuance (SOC), deferred prosecution, and specifically excluding post-resolution status.”

5.3.1 For those matters set for trial within sixty (60) calendar days of the final Agreement date, through trial of the failure or the defendant to appear (FTA) for trial, or

5.3.2 For all other matters, for a period of thirty (30) days, provided, however, that if the defendant fails to appear (FTA) for a court appearance, the Contractor may seek to withdraw following the FTA.

5.3.2 The provisions of Section 2 and Sections 7 below, as well as this subsection 5.3 (Obligations survive Termination) survive termination as to the Contractor. The City shall remain bound by the provisions of Section 3 with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

6. Nondiscrimination

Neither the Contractor nor any person acting on behalf of the Contractor shall, by reason of race, creed, color, national origin, sex, sexual orientation, marital status, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

7. Indemnification / Hold Harmless

Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7.1 Insurance Term

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

7.2 No Limitation

The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

7.3 Minimum Scope of Insurance

The Contractor shall obtain insurance of the types and coverage described below:

7.3.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

7.3.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

7.3.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

7.3.4 Professional Liability insurance appropriate to the Contractor's profession.

7.4 Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

7.4.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

7.4.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

7.4.3 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

7.5 Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

7.6 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

7.7 Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

7.8 Notice of Cancellation

The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

7.9 Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

7.10 City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

8. Independent Contractor Relationship

The parties intend that an independent Contractor/City relationship will be created by this Agreement. Neither the Contractor, nor any agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Contractor are not entitled to any of the benefits the City provides to its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which the Contractor, its agents or employees, render the indigent defense services required under this Agreement, except as otherwise set forth.

9. Work Performed by the Contractor

In addition to compliance with the Standards, in the performance of work under this Agreement, Contractor shall comply with all federal, state, local and District court laws, ordinances, rules, and regulations which are applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

10. Work Performed at Contractor’s Risk

Contractor shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Contractor’s own risk, and the Contractor shall be responsible for any loss of damage to materials, tools, or other articles used or held in connection with the work. Contractor shall also pay its employees all wages, salaries, and benefits required by law and provide for taxes, withholding, and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

11. Personal Services, No Subcontracting

This Agreement has been entered into in consideration of the Contractor’s particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Contractor has personally signed this Agreement below to indicate that they are bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City’s sole discretion. Any assignment of this Agreement by the Contractor without the express written consent of the City shall be void.

12. Modification

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Contractor.

13. Entire Agreement

The written provisions in terms of the Agreement, together with any exhibit attached hereto shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

14. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of the mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing

CITY:
Sadie Siglin
City of Lacey
420 College Street SE
Lacey, WA 98503

CONTRACTOR:
NAME
FIRM
ADDRESS
CITY STATE ZIP

15. Nonwaiver of Breach

The failure of the City to insist upon strict performance of any of covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options, and the same shall be and remain in full force and effect.

16. Resolutions of Disputes, Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the District Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require, or permit the City, its officers, agents, or employees to inquire into any privileged communications between the Contractor and any indigent defendant. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington State Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Thurston County Superior Court.

SIGNATURE PAGE FOLLOWS

CITY OF LACEY

ATTORNEY

By: _____
Rick Walk, City Manager

By: _____
CONTACT, Attorney

Date: _____

Date: _____

Approved as to Form:
City Attorney

By: _____
Dave Schneider, City Attorney