

**INDIGENT DEFENSE
CONTRACT FOR LEGAL SERVICES
PACIFIC COUNTY, WASHINGTON
(Michael S. Turner)**

THIS CONTRACT is entered into by the Superior Court Judge of Pacific County, hereinafter referred to as "JUDGE"; Michael S. Turner, P O Box 1217, South Bend, Washington 98586, hereinafter referred to as "ATTORNEY". According to the terms of this contract and the Rules of Professional Conduct, the parties agree that the ATTORNEY shall provide legal representation for persons who by law are entitled to legal representation at public expense.

SCOPE OF SERVICES

JUVENILE OFFENDER

Each ATTORNEY shall be responsible for representing juveniles in providing advice on juvenile offender cases, juvenile diversion agreements in Pacific County, Washington when ordered to do so by the court or at the request of an arrested respondent prior to his/her appearance in court. Services 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 respondent.

DUTIES OF ATTORNEY

The ATTORNEY 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 ATTORNEY agrees to comply with the SCOPE OF SERVICES listed above.

The ATTORNEY agrees to have a business telephone line(s), a fax machine, and an answering machine accessible without long distance charges. The ATTORNEY agrees that he will accept collect telephone calls from his clients. The ATTORNEY 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 ATTORNEY agrees that he will maintain reasonable contact with his clients and respond to indigent client requests in a timely fashion. The ATTORNEY 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 ATTORNEY'S contemporaneous "outside" employment. Scheduling difficulties, vacation periods, and illness shall not constitute a "conflict".

The ATTORNEY 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 ATTORNEY 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 ATTORNEY by the court at the Court's discretion. The ATTORNEY shall keep the court apprised of his desire in this regard. The JUDGE agrees to give strong consideration to the ATTORNEY'S preferences regarding appointments.

Notice of appointment shall be provided to appointed counsel as follows: by e-mail to the appointed ATTORNEY, unless otherwise arranged by the ATTORNEY and approved by the JUDGE. The ATTORNEY 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 ATTORNEY 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 ATTORNEY shall be paid by Pacific County, on a monthly basis for the year 2011 as follows:

Michael S. Turner \$1,400/per month

Total Contract for the ATTORNEY for 2011: \$8,400

The total contract for the Calendar Year 2012 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, 2012.

The parties agree that in providing services in his capacity under this contract the ATTORNEY IS AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF PACIFIC COUNTY. The ATTORNEY hereby agrees not to make any representation to any third party, nor to allow such third party to remain under the misimpression that the ATTORNEY 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 ATTORNEY also agrees to pay any local, state or federal taxes applicable to compensation or income received by the ATTORNEY pursuant to this contract.

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

The ATTORNEY'S ordinary business expenses are deemed included in the above rate. The ATTORNEY'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 ATTORNEY'S ordinary business expenses. In the event expenses for investigation, expert witnesses, evaluations, etc. are appropriate, an ATTORNEY must petition a Court for authorization to incur those expenses.

HOLD HARMLESS

The ATTORNEY who is a party to this contract and any subcontractor agrees to hold the applicable JUDGE, who is a party to this contract, and Pacific County harmless and defend any action arising against them because of the alleged negligence or intentional misconduct of the ATTORNEY/subcontractor or his employees or agents. The ATTORNEY shall at all times maintain error and omissions liability insurance coverage with a minimum individual coverage limit of \$100,000/\$300,000 and shall provide tail coverage at the termination of this contract that at minimum extends through any statute of limitations period for contract or tort claims that could arise as a result of the ATTORNEY's performance under this contract. The ATTORNEY upon request also shall provide the court with a certificate of such insurance.

MONITORING, EVALUATION, AND CLIENT COMPLAINTS

The Judge may periodically monitor, evaluate and review the performance of the ATTORNEY 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 ATTORNEY'S duties shall not be delegated or assigned without court permission.

SUBCONTRACTING

The ATTORNEY 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 July 1, 2011 and shall continue through December 31, 2012.
- 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 ATTORNEY 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 ATTORNEY. The ATTORNEY 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.

NON-DISCRIMINATION IN SERVICES

The ATTORNEY agrees to provide equal opportunity in regard to the services to be provided. The ATTORNEY agrees that no person who works for the ATTORNEY or seeks employment with the ATTORNEY 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

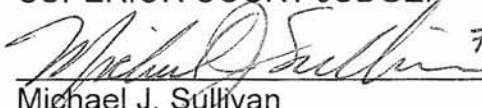
Notice shall be given in writing. It may be delivered in person, or it may be mailed. Any notice delivered in person is effective upon delivery. If the notice is mailed, it shall be effective upon the third day after mailing.

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 7/26/11

ATTORNEY:


Michael S. Turner Date 7/26/11

CONFIRMED BY:

Board of Commissioners
Pacific County, Washington

ATTESTED:

Norman B. Cuffel Date
Chairman
2011-2012 Indigent Defense Contract
TURNER, Michael S.

Clerk of the Board Date