

## CONTRACT FOR SERVICES

This agreement is entered into by and between the City of Pacific and Law Office of Theresa and Phillip Griffin, PLLC, (the "Contractor").

In consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and schedule of Services to be Performed by Contractor. The contractor shall provide public defender services for the City to include the following scope of services:

Provide representation and appear for all hearings at the South Correctional Entity (SCORE) for every individual charged by the City with a criminal matter, and is in custody at the SCORE, when no counsel has previously been assigned, or when previously assigned counsel is unavailable. Such hearings shall include the defendant's first hearing in front of the court after being arrested, as well as bail hearings, arraignments, pretrial hearings, review hearings, or sentencing.

2. Law contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of the work, as set forth above.

3. Compensation and method of payment.

- a. Compensation. The City shall pay the Contractor a flat rate of \$50.00 per court appearance per inmate, pursuant to the scope of work outlined in section 1 herein.
- b. Travel. The contractor shall not bill nor be entitled to payment for travel time.
- c. Payment. The Contractor shall submit monthly invoices to the City after such services have been performed. The City shall pay the full amount of the invoice with thirty (30) days of receipt, unless there is a dispute. In the event of a dispute, the City shall pay the amount not in dispute and the parties shall meet to resolve any differences. If the parties are unable to resolve any such differences, the parties shall submit the disputed amount to the Fee Arbitration Board of the State of Washington Bar Association for arbitration and prompt resolution. The parties agree to be bound by the results of such arbitration.

4. Duration of Agreement. This agreement shall be in full force and effect for a period commencing October 2017, and ending December 31, 2018, unless sooner terminated under the provisions hereinafter specified.

5. Independent Contractor. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to

this Agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. Indemnification. The Contractor releases and shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents and volunteers from any and all claims, demands, losses, actions, and liabilities arising from the negligent and intentionally wrongful acts or omissions of the Contractor in the performance of legal services under the agreement, or by the Contractor's breach of this agreement.

7. Insurance. The Contractor shall procure and maintain in full force throughout the duration of the agreement professional liability insurance with limits no less than \$500,000.00 per occurrence. A declaration of professional liability insurance as required above shall be delivered to the City within fifteen (15) days of execution of this agreement.

8. Termination. This agreement may be terminated by either party with or without cause by providing a ninety (90) day written notice of termination to the other party.

9. Applicable Law; Venue; Attorney's Fees. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term in this agreement, the parties specifically understand and agree that venue shall be property laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and cost of suit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City of Pacific

Contractor \_\_\_\_\_

By *Lauren Green*  
Title: Mayor

By \_\_\_\_\_  
Title: \_\_\_\_\_

Attest/Authenticated

Printed Name: \_\_\_\_\_

Approved as to form:

Address: \_\_\_\_\_

*[Signature]*

City Attorney.

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