

**CITY OF YAKIMA
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into by and between HALL AND GILLILAND PLLC, of Yakima, Washington, hereinafter the “Public Defender”, and the CITY OF YAKIMA, a municipal corporation, hereinafter referred to as the “City.”

WHEREAS, the Public Defender is a firm of attorneys licensed to practice law in the State of Washington, with offices at 1111 W. Yakima Ave., Yakima, WA 98902.

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for indigents and other eligible persons in the Yakima Municipal Court and its various departments; now, therefore,

IT IS HEREBY mutually agreed as follows:

1. **DUTIES:** The Public Defender or his duly appointed designee shall provide high quality defense attorney services for indigent defendants charged with misdemeanor and gross misdemeanor allegations occurring within the City of Yakima and filed in the City of Yakima Municipal Court. Such services shall include promptly filing a notice of appearance/designation of attorney and subsequent legal representation at the following types of hearings for defendants assigned to the Public Defender: arraignment, change of plea, pre-trial motions, pre-trial conferences at Court, jury and non-jury trials, post-trial motions (excluding claims of ineffective assistance of counsel), sentencings, probation revocation hearings, and all proceedings in connection with deferred prosecutions and competency hearings as assigned by Yakima Municipal Court in accordance with this agreement. The Public Defender’s duties shall not extend to appeals. Such services shall comply with the performance of the work set forth in the PUBLIC DEFENDER - STATEMENT OF WORK – Exhibit A and consistent with CLIENT REPRESENTATION PRACTICE GUIDELINES-Exhibit B. The Public Defender acknowledges and agrees that the parties may make changes to the specific duties of the Public Defender as necessary to maintain conformity with the Standards of Indigent Defense and Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases.
2. **MINIMUM STAFFING; SUBCONTRACTS:** The Public Defender must provide a sufficient number of defense attorneys to provide the services generally described in this agreement so that all indigent defendants for whom defense counsel is appointed by the Court will be adequately represented. Such attorneys shall be admitted to practice in Washington. The Public Defender shall provide the equivalent of 5.5 full-time public defenders beginning on or before the date of full execution of this agreement. The term “full-time” does not preclude attorneys from taking cases outside the public defense contract as long as those additional cases do not exceed the caseload requirements and do not interfere with proper service of the public defense contract. The Public Defender shall provide adequate staffing to monitor and administer the duties of this agreement.

The Public Defender may provide a portion of the requisite minimum staffing by subcontract, subject to prior approval of the City as set forth below. Any subcontractor must be a person with whom the Public Defender has a direct written contract for indigent defense legal services. All contracts between the Public Defender and any subcontractor shall:

- a. Require that all work be performed in accordance with the requirements of this agreement and all applicable laws, regulations, Rules of Professional Conduct, or other legal requirements governing the work;
 - b. Require the subcontractor to carry and maintain insurance in strict accordance with this agreement;
 - c. Ensure that the subcontractor receive adequate compensation for work assigned, consistent with the fundamental purpose of assuring at all times the adequate representation of indigent defendants.
3. **CASE ASSIGNMENT:** Except as provided in paragraph 5 below, the compensation provided in this agreement is based on the expectation that the Public Defender will take up to 2200 cases per year for the 5.5 attorney public defense contract beginning May 1, 2023 (400 cases per attorney), with cases to be counted as described in paragraphs 4 and 8. The specific cases for which the Public Defender will be responsible will vary, but will be allocated by assignment of the Court on a random basis.
- a. **STATUS DOCKETS:** Subject to approval of and in consultation with the Court, cases assigned to the Public Defender will be put on no more than 3 separate ½ day dockets. A ½ day docket is defined as all court hearings that occur in a single courtroom in either the morning or the afternoon. When cases are assigned to the Public Defender and put on a docket that is not one of the Public Defender’s dockets, the Public Defender will not be in breach by arranging for the case to be reset to one of the Public Defender’s designated dockets without the Public Defender being present.
 - b. **ARRAIGNMENT DOCKETS:** The Public Defender will be responsible for handling no more than 3 arraignment dockets per week.
 - c. **CASE DISTRIBUTION BETWEEN FIRMS:** Public defense cases will be assigned between the dockets handled by the Public Defender and the dockets handled by any other law firms/attorneys with which the City contracts for indigent defense services (currently Troy Lee and Associates, Inc., of Yakima, WA) in proportion to the number of full-time public defense attorneys contracted for in the respective contracts of said indigent defense law firms. The Public Defender shall communicate with the Court as needed to request modification or adjustment in the case assignment process to ensure the proportionality of case assignments between the Public Defense law firms as contemplated herein. Pursuant to GR 42, case distribution between the Public Defender and any other public defense agency contracted with the City of Yakima to provide public defense services in Yakima Municipal Court shall be determined by the agencies and the City, not by the court. The Public Defender and any other agency shall then determine case assignment to individual

attorneys as discussed in this Agreement and in compliance with all applicable rules and regulations discussed in this Agreement.

4. **CASE COUNTING:** The term “case” and related concepts of case counting shall be construed in accordance with, and to comply with, the applicable Washington State Supreme Court rules and Standards of Indigent Defense. To the extent consistent with the foregoing authorities, cases will be counted as follows:
 - a. **Criminal Charges:** Any and all charges arising for a single defendant out of an individual incident will count as one case. Cases assigned to the Public Defender to which the Public Defender has a conflict will not count as cases unless substantial work has been done on the case.
 - b. **Failure to Comply with Probation (FTC):** Each FTC arising out of an individual incident will count as a case. Multiple FTC’s for a single defendant based on the same allegations will count as a single case even if the FTC’s are from multiple cases.
 - c. **Temporary or Provisional Appointments:** Temporary or provisional appointment at arraignment or in-custody hearing where the Public Defender is appointed to the case by the Court shall count as one case.
5. **TERM AND TERMINATION:** This agreement shall commence on May 1, 2023, and terminate on December 31, 2027, unless extended, and shall only terminate prior to December 31, 2027, as provided in this paragraph.
 - a. **Automatic Extension:** Should neither party provide notification of termination in writing to the other party by September 30, 2027, this agreement shall continue for a two (2) year extension. Should neither party provide notification of termination in writing to the other party by September 30, 2029, this agreement shall continue for a second two (2) year extension, for up to a total of four (4) additional years past the initial term. This is a potential nine (9) year contract.
 - b. **Termination for Good Cause, Impossibility, or Illegality:** This agreement may be terminated for good cause for violation of any material term of this agreement, including failure to procure and maintain in force any applicable insurance coverage. Either party may terminate this agreement where performance is rendered impossible or impracticable for reasons beyond such party’s reasonable control, such as, but not limited to, the duties, obligations, or services herein having become impossible or illegal. Notice of termination pursuant to this paragraph shall be given as far in advance as is reasonable under the circumstances. Any alleged violation of any provision of this agreement by the Public Defender shall be subject to cure. Written notice of contract violation shall be provided to the Public Defender who shall have ten (10) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City’s discretion. In lieu of terminating this agreement, the City may agree in writing to alternative corrective measures.

- c. **Renegotiation Due to Decreases in Case Load:** The City and the Public Defender shall, at the option of either party, renegotiate this agreement if there is a significant decrease in the number of cases assigned. Significant decrease shall mean a decline of more than ten percent (10%) in the number of cases assigned to the Public Defender as determined on a calendar year basis in comparison to the previous year. In such event, the proposed reduction shall have a commensurate reduction in the Public Defender's compensation, with both reductions proportional to the percentage decrease requested by the City. This request by the City must be made prior to April 1 of any calendar year and would go into effect the following calendar year. The Public Defender shall provide notice to the City by June 30 of the year of the requested reduction as to whether the Public Defender will accept the reduction or terminate the contract effective December 31 of that calendar year.
 - d. **Renegotiation Due to Change in Rule or Standard:** This agreement may be renegotiated at the option of either party if the Washington State Supreme Court or the Washington State Bar significantly modifies the standards for indigent defense adopted pursuant to court rule. In the event such a renegotiation topic arises and the parties fail to reach agreement on terms of a revised agreement, this agreement may be terminated by either party upon ninety (90) days written notice to the other party. In order to exercise the termination option, the negotiation must be done in good faith.
 - e. **Withdrawal Upon Termination:** Should this agreement expire by its natural terms or be terminated, the Public Defender may commence withdrawing from all cases on the last day the contract is in effect; provided however, that the Public Defender shall, upon request of the City, complete all cases set for trial and/or probation revocation hearing as discussed above and be compensated at a rate of \$150 per hour for time spent after termination of this agreement.
 - f. **2023 Case Numbers:** The 2200 annual cases pursuant to this Agreement shall be decreased by the cases received by Public Defender during the 2023 calendar year prior to the entry of this Agreement.
6. **COMPENSATION:** Commencing May 1, 2023, in return for the services enumerated herein, the Public Defender shall receive compensation in a total fixed-fee amount as follows:
- a. **Specifically:**
 - **5/1/23 – 12/31/23:** \$440 per case; a prorated amount of \$968,000 annually commencing from the effective date hereof; \$80,667 per month
 - **2024:** \$453 per case; \$996,600 annually; \$83,050 per month
 - **2025:** \$467 per case; \$1,027,400 annually; \$85,617 per month
 - **2026:** \$481 per case; \$1,058,200 annually; \$88,183 per month
 - **2027:** \$495 per case; \$1,089,000 annually; \$90,750 per month
 - **All subsequent years:** Previous year's compensation with a 3% increase rounded to the nearest dollar.
 - b. **Trial per diem:** The City shall pay \$750 as trial per diem for each case that goes to jury trial that is handled by the Public Defender or sub-contractor of the Public Defender. In

order to collect this sum, the Public Defender shall include the case name, Yakima Municipal Court cause number, and date(s) of the jury trial. This trial per diem applies if and only if opening arguments are made to a jury by at least one party.

- c. **Additional Case Compensation:** Should the City need indigent defense services beyond the 2200 cases anticipated in this agreement, as may be applicable, the Public Defender may accept or decline the additional cases. However, the Public Defender may accept additional cases if and only if the Public Defender assigns the cases to attorneys who are in compliance with the Indigent Defense Guidelines and will remain in compliance with the Indigent Defense Guidelines by taking the new case assignments. Should the Public Defender choose to accept these additional cases, they will be compensated at a rate of 125% of the average per case compensation for the individual year of this agreement in which such work may be undertaken or as otherwise agreed upon subject to the renegotiation provisions set forth above.
- d. **PAYMENT:** Payment shall be preceded by a Voucher from the Public Defender. The City will notify the Public Defender promptly if any problems are noted with the Voucher. Vouchers for payment shall be submitted by the Public Defender and received by the Director of Finance and Budget at City Hall, Yakima, Washington. Unless notified of a new email address, proper voucher may be made by sending an email with monthly invoice attached to cprice@ci.yakima.wa.us. Payment shall be remitted to the Public Defender within thirty (30) days absent exceptional circumstances. If the invoice contains request for payment for cases above the 2200 cases discussed in this Agreement, each invoice should for each case related thereto identify the defendants' names, court case numbers, and the name(s) of the Public Defender performing the work. All payments shall be mailed to the following address unless the Public Defender arranges to pick up the check:

Hall and Gilliland PLLC
1111 W. Yakima Ave.
Yakima, WA 98902

- 7. **CONFLICTS OF INTEREST:** In the event that representation of a defendant creates a conflict of interest under the Rules of Professional Conduct, such that the assigned Public Defender cannot represent the defendant, the Public Defender shall inform the Court in a timely manner so that the case may be transferred to another Public Defender. The Public Defender will be responsible for checking for conflicts and identifying whether a conflict exists. Whenever possible, the Public Defender will perform a conflict check and determine the absence of any conflict of interest before substantial work has been done on a case.
- 8. **DEFINITIONS:**
 - a. **Individual Incident:** An individual incident includes all charges arising from one dispatched or observed event at a single location.
 - b. **Substantial Work:** If the Public Defender has interviewed at least one witness (except as may be necessary to determine the presence or absence of a conflict of interest), or

represented the client at more than one hearing, or negotiated resolution with the prosecutor, then substantial work will be considered done on the case.

9. OTHER CITY FUNDING:

- a. **EXPERT WITNESSES:** The City shall pay for expert witnesses as reasonably necessary to provide quality and constitutionally satisfactory indigent defense as determined by approval of the Court.
- b. **INTERPRETERS:** The City shall pay for interpreter services as is necessary for the Public Defender or his designee to communicate with, and effectively represent indigent defendants.
- c. **INVESTIGATORS:** The City shall pay for investigators as is necessary for the Public Defender to effectively investigate and prepare cases for trial.
- d. **OTHER FUNDING:** The City shall pay for extraneous costs in excess of \$25 per item for appeal transcriptions for representation in post-conviction relief cases, for one copy of a client's or former client's case file upon client's or former client's request, and for service of process for subpoenas.

10. ASSIGNMENT OF CASES: Consistent with paragraph 2, above, the Public Defender is specifically allowed to assign as many cases as he so chooses to subcontracted indigent defense attorneys.

11. INSURANCE: At all times during performance of the Services and this Contract, Public Defender shall secure and maintain in effect insurance to protect the City and Public Defender from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract.

Public Defender shall provide and maintain in force insurance in limits no less than that stated below, as applicable.

Public Defender shall provide a Certificate of Insurance to the City as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy shall be included with the certificate. This Certificate of insurance shall be provided to the City, prior to commencement of work.

Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Public Defender's obligation to maintain such insurance.

The following insurance is required:

- a. **Commercial Liability Insurance**

Before this Contract is fully executed by the parties, Public Defender shall provide the City with a certificate of insurance and additional insured endorsements as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate; provided, further, that Public Defender shall also include coverage on hired and non-owned automobiles with a minimum limit of One Hundred Thousand Dollars (\$100,000.00) per occurrence and a One Hundred Thousand Dollar (\$100,000.00) aggregate limit if the Public Defender uses any privately owned vehicles for transportation of clients. If Public Defender carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Public Defender is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Public Defender under this contract.

b. Professional Liability

The Public Defender shall provide evidence of Professional Liability insurance covering professional errors and omissions. Public Defender shall provide the City with a certificate of insurance as proof of professional liability insurance with a minimum liability limit of One Million Dollars (\$1,000,000.00) per claim combined single limit bodily injury and property damage, and One Million Dollars (\$1,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

c. Employer's Liability (Stop Gap)

Public Defender and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability insurance with a limit of no less than \$1,000,000.00. The City shall not be held responsible in any way for claims filed by Public Defender or its employees for services performed under the terms of this Contract. Public Defender agrees to assume full liability for all claims arising from this Contract including claims resulting from

negligent acts of all subcontractor(s). Public Defender is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Public Defender's liability or responsibility.

The City agrees that the proof of coverage Public Defender has provided the City prior to entry of this Agreement in the forms attached hereto as Exhibits C and D satisfies Public Defender's obligation under this Agreement.

12. SUCCESSORS AND ASSIGNS:

- a. Neither the City, nor the Public Defender, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other.
- b. The public defender for himself/herself, and for his/hers heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Public Defender.

13. REPORTS AND INFORMATION: The Public Defender will maintain records that fully and accurately reflect the contract work together with records of any costs, expenses or other matters related to the performance of the contract work. The Public Defender shall make available to the City for inspection upon reasonable prior notice any and all records that relate to the contract work that are not confidential attorney-client documents. Said reporting requirement shall include submittal of the following information as described below:

- a. Monthly Reporting:
 - Year-to-date case assignments;
 - Year-to-date individual attorney case assignments;
- b. A quarterly reporting statement detailing:
 - The number of cases tried;
 - Year-to-date case dispositions;
 - The number of cases in which a motion was brought with the Court as well as the cases in which a potential motion was discussed with the prosecutor and a reduced sentence or dismissal was negotiated in exchange for not filing the motion;
 - The number of cases in which an investigator was utilized;
 - The number of cases that were set for trial including cases in which the defendant failed to appear;
 - The number and type of criminal cases handled (whether adult felony, juvenile, or misdemeanor) outside of this agreement (including cases assigned by another public entity); and
 - The approximate percentage of the Public Defender's practice within the hours of a standard public defense work week spent on civil or other non-criminal matters.

14. ETHICS COMPLIANCE AND TRAINING: The Public Defender will provide the aforementioned services in conformity with all applicable Rules of Professional Conduct and will provide, as reasonably requested, the Municipal Court and the City with any reports, fiscal

or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities.

15. **TOTALITY OF COMPENSATION:** The compensation provided in this agreement is full compensation to the Public Defender for all costs associated with performing the Public Defender's obligations herein, including, but not limited to: employee compensation and for paying all related taxes, deductions, and assessments, including but not limited to, leasehold excise taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this agreement; rent for office space; costs for necessary insurance; and state and local business license fees. In the event the City is assessed a tax or assessment as a result of a failure of the Public Defender to abide by the terms of this agreement, the Public Defender shall pay the same before it becomes due and indemnify and hold the City harmless from any liability arising out of the same. In addition, in the event the Public Defender is assessed a tax or assessment as a result of a failure of the City to abide by the terms of this agreement, the City shall pay the same before it becomes due and indemnify and hold the Public Defender harmless from any liability arising out of the same.
16. **INDEPENDENT CONTRACTOR:** The parties agree that the Public Defender is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Public Defender. No agent, employee, subcontractor, or representative of the Public Defender shall be deemed to be an employee, agent, servant, or representative of the City or of the City of Yakima Municipal Court for any purpose, and the employees, agents, subcontractors, or representatives of the Public Defender are not entitled to any of the benefits the City provides for its employees. The Public Defender will be solely and entirely responsible for his or her acts and for the acts of his or her agents, employees, subcontractors, or otherwise, during the performance of this agreement.
17. **INDEMNIFICATION:** Public Defender shall take all necessary precautions in performing the services to prevent injury to persons or property. The Public Defender agrees to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Public Defender, or any of Public Defender's agents or subcontractors, in performance of this Agreement. The Public Defender's liability, including the duty and cost to defend, shall only be proportional to the Public Defender's negligence as found by a court of competent jurisdiction over any indemnified matter.
 - a. 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 Public Defender and the City, the Public Defender's liability,

including the duty and cost to defend, shall be only to the extent of the Public Defender's negligence.

- b. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Public Defender waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Public Defender's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Public Defender shall require that its subcontractors, and anyone directly or indirectly employed or hired by Public Defender, and anyone for whose acts Public Defender may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. However, the Public Defender's liability, including the duty and cost to defend, shall only be proportional to the Public Defender's negligence. The Parties acknowledge that they have mutually negotiated this waiver.
- c. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

The terms of this Section shall survive any expiration or termination of this Contract.

18. NON-DISCRIMINATION: During the performance of this Contract, the Public Defender agrees as follows:

The Public Defender shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, gender identity, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement.

- 19. GOVERNING LAW:** This agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this agreement shall be governed by the laws of the State of Washington both as to interpretation and performances.
- 20. VENUE:** Any action at law, suit in equity, or judicial proceeding for the enforcement of this agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Yakima County, Washington.

21. **INTEGRATION:** It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this agreement, made by the other, and that this agreement may not be changed except by an instrument in writing signed by both parties.
22. **WAIVER OF BREACH:** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.
23. **CONFLICT OF LAW:** To the extent that this contract might conflict with Washington State Standards for Indigent Defense or any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the Washington State Standards for Indigent Defense, law, or court rules shall control.
24. **SEVERABILITY:** If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.
25. **CHANGES AND NOTICE:** No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.

Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows or to such persons and addresses as the parties may in the future designate:

TO CITY:

Bob Harrison
City Manager
City of Yakima
129 N 2nd Street
Yakima, WA 98901

COPY TO:

Christina Payer
Acting Purchasing Manager
City of Yakima
129 N 2nd Street
Yakima, WA 98901

TO CONTRACTOR:

Hall and Gilliland PLLC
1111 West Yakima Ave
Yakima, WA 98902

CITY OF YAKIMA

HALL AND GILLILAND, PLLC

By: _____

Bob Harrison,
City Manager

Date: _____

ATTEST:

Sonya Claar Tee, City Clerk

Resolution: R-2023-_____

City Contract No. _____

By: _____

Richard D. Gilliland,
Managing Member

Date: _____

EXHIBIT A

PUBLIC DEFENSE STATEMENT OF WORK

1. **PUBLIC DEFENDER CONTRACTOR DUTIES AND RESPONSIBILITIES** – The Public Defender shall provide high quality indigent defense representation in the cases assigned to it by the Yakima Municipal Court. The representation shall be consistent with **EXHIBIT B, CLIENT REPRESENTATION PRACTICE GUIDELINES**, as set forth below, and with the City’s adopted standards for the delivery of public defense services. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender’s primary and most fundamental responsibility is to promote and protect the best interests of the client.
2. **TASKS** – The Public Defender, his designee, or assignee shall perform the following tasks with regard to each case to which the Public Defender is appointed.
 - A. Maintain a law office with a suitable client interview facility. The Public Defender will provide adequate phone lines, computers, postage, office equipment, office supplies, office furniture and legal research tools to maintain a smooth-running and efficient law office.
 - B. Receive notices of appointment for indigent defendants each court day. Set up and maintain files, as is necessary, on each assigned defendant.
 - C. Establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation.
 - D. Timely interview defendants in custody anywhere in Yakima County.
 - E. Maintain continuity of representation at all stages of a case, including attendance at all first appearance proceedings, such as arraignments, as is reasonably possible, for in-custody defendants. Except for illness, vacation or occasional conflicts, or as may be otherwise agreed upon between the Public Defender and the City, the Public Defender shall appear at all Municipal Court hearings with their clients.
3. **COMPLAINTS**
 - A. A method to respond promptly to indigent defendant client complaints shall be established by the Public Defender. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court for permission to withdraw and substitute new counsel. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client

feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.

- B. The Public Defender shall notify the City and respond in writing to the City within seven (7) days of learning of any written complaint against the Public Defender or against the City relating to the provision of indigent defense legal representation.
- C. The Public Defender shall immediately notify the City of Yakima in writing when it becomes aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension, or disbarment.


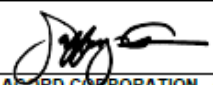
EXHIBIT B

CLIENT REPRESENTATION PRACTICE GUIDELINES

- Meet and communicate regularly with the client.
- Thoroughly explain to clients the constitutional, statutory and other rights that they have with regards to their case.
- Be aware of clients' immigration status, research the implications of it for their cases, advise clients of the consequences of a conviction or adjudication, and document said work as appropriate.
- Thoroughly explain to clients the elements of the offense(s) that the City must prove in order to obtain their conviction at a trial.
- Describe case procedures and timelines.
- Listen to client's questions and respond to them.
- Enable clients to candidly communicate with counsel.
- Facilitate agreements by realistically evaluating allegations and evidence with clients.
- Promptly communicate all offers of settlement.
- Prepare cases well.
- Conduct high quality, early case investigation.
- Conduct early case negotiations.
- Use discovery appropriately.
- Prepare for and participate in alternate resolution opportunities that may be available.
- Obtain experts and evaluators for cases involving disability, mental health, substance abuse or similar issues, when appropriate.
- Draft well-researched and written motions and other legal memoranda and other documents.
- Competently and aggressively litigate hearings and trials if no agreement is reached.
- Appear at all court hearings with clients except as otherwise discussed in this agreement. Ensure clients have adequate access to services, including court ordered treatment and/or counseling.
- Explain the importance of obtaining court ordered treatment and/or counseling services to clients.
- Develop a thorough knowledge of the resources available.
- Explore with clients ways to effectively participate in court ordered treatment and/or counseling.
- Ask clients for feedback if obstacles prevent or impede their participation, and follow up with the agency and in court when appropriate.
- In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.
- Prevent continuances and delays within attorney's control.
- Treat all cases assigned to counsel with the highest priority.
- Avoid over scheduling whenever possible.
- Request continuances only if they are needed for substantive reasons.
- Take all necessary action to identify conflicts at the earliest practicable time upon receiving case assignments and case reports.

EXHIBIT C

COMMERCIAL GENERAL LIABILITY COVERAGE

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/8/2023			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER CAS W SCHELL (16741) 5627 SUMMITVIEW AVE YAKIMA, WA 98908-0000			CONTACT NAME: CAS W SCHELL PHONE (A/C, No, Ext): 509-985-8999 FAX (A/C, No): 509-985-8997 E-MAIL ADDRESS: CAS.SCHELL@COUNTRYFINANCIAL.COM				
INSURED 9888059 HALL AND GILLILAND PLLC 1111 W YAKIMA AVE YAKIMA, WA 98902			INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A: COUNTRY Mutual Insurance Company		20990		
			INSURER B:				
			INSURER C:				
			INSURER D:				
			INSURER E:				
			INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	AM9105919	9/16/2022	9/16/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	AM9105919	9/16/2022	9/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ Covered on Businessowners
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ W/C STATUS- TORY LIMITS OTH- ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
REMARKS: STOP GAP INCLUDED WITH POLICY PREMIUM (CONTINUED)							
CERTIFICATE HOLDER				CANCELLATION			
CITY OF YAKIMA 129 N 2ND ST YAKIMA, WA 98901				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

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AGENCY		NAMED INSURED HALL AND GILLILAND PLLC 1111 W YAKIMA AVE YAKIMA, WA 98902	
POLICY NUMBER AM9105919		EFFECTIVE DATE: 3/8/2023	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

POLICY INFORMATION:
HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE \$100,000 EACH OCCURRENCE SUBJECT TO A \$100,000 AGGREGATE LIMIT

ADDITIONAL INSURED(S):
CITY OF YAKIMA
129 N 2ND ST
YAKIMA, WA 98901

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

With respect to coverage provided by this endorsement, the provisions of the Coverage Part (Policy) apply unless modified by the endorsement.

Cancellation

The following is added under the Cancellation Condition applicable to the Coverage Parts (Policy) listed above:

If we cancel this policy for any reason other than non payment of premium, we will mail written notice of cancellation to the certificate holder(s) on file with the Company. Notice will be provided prior to the effective date of cancellation. We will give the number of days notice as provided for in the Cancellation Condition of this policy. The notice will state the effective date of cancellation. The policy period will end on that date.

If you cancel this policy, or if we cancel for non payment of premium, we will mail written notice of such cancellation to the certificate holder(s) on file with the Company. The notice will state the date the policy was cancelled.

The notice will be mailed by first-class mail to the last known mailing address of the certificate holder(s) on file with the Company.

Any notice of cancellation provided by this endorsement applies only to the certificate holder(s) with a certificate of insurance applicable to this policy's period.

Our failure to send notice of cancellation to the certificate holder(s) will not amend, extend or alter the terms and conditions of this policy, including the cancellation of this policy.

If there is a conflict between any other policy cancellation provisions pertaining to the certificate holder(s) and this endorsement, the other policy provisions shall control.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

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Contains copyrighted material of the National Council on Compensation Insurance, with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF YAKIMA
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

EXHIBIT D

PROFESSIONAL LIABILITY INSURANCE COVERAGE



POLICY NUMBER: LAW-21378-01
EXPIRING POLICY NUMBER: LAW-21378-00

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS

INSURER	UNDERWRITING OFFICE	PRODUCER
QBE Insurance Corporation 55 Water Street, New York, New York 10041	55 Water Street 20th Floor New York, NY 10041	Freberg Environmental Insurance Trading as: LawyerGuard 3407 W Dr. Martin Luther King Jr Blvd Suite 200 Tampa, FL 33607

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY AND SUBJECT TO ITS PROVISIONS APPLIES ONLY TO CLAIMS WHICH ARE BOTH FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE.

DEFENSE WITHIN LIMITS: CLAIM EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED, AND MAY BE EXHAUSTED, BY CLAIM EXPENSES.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Terms appearing in **bold** are defined in the Policy.

Item 1: **Named Insured:** Hall and Gilliland, PLLC
Mailing Address: 1111 W. Yakima Avenue
Yakima WA 98902

Item 2: **Policy Period** From: July 21, 2022 To: July 21, 2023
At 12:01 A.M. Standard Time at the mailing address stated in Item 1

Item 3: **Limit of Liability:**
a. **Each Claim** \$1,000,000
b. **Aggregate** \$2,000,000

Item 4: **Deductible Amount:**
a. **Each Claim** \$2,500
b. **Aggregate** None

Item 5: **Predecessor Firm(s):**

Item 6: **Premium:**
Premium: \$4,642.00
Surcharges and Taxes (if any) \$0.00
Total Premium, Surcharges, and Taxes \$4,642.00

Item 7: **Retroactive Date:** July 21, 2011

