

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into on this date between the **CITY OF WOODLAND (City)** and **KEVIN VIBBERT**, a lawyer authorized to practice law in the State of Washington (**Contractor**):

W I T N E S S E T H

WHEREAS, the City operates a municipal court in which municipal code violations are prosecuted; and

WHEREAS, pursuant to law, the City is obligated to provide qualified indigent defendants with legal counsel; and

WHEREAS, both parties desire to fulfill the City's obligation by establishing a contractual relationship as contained herein; now, therefore,

IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. Contractor agrees to accept all appointments for indigent defendants, except as set forth in paragraph 2 below. Contractor warrants that at all times relevant to this Contract, Contractor is in good standing with the Washington State Bar Association and that she shall conduct the representation of her clients in a manner in keeping with the Rules of Professional Conduct adopted by the Washington State Supreme Court and the attached Resolution.

2. In the event conflicts of interest or other circumstances occurring where Contractor is unable to represent any certain person, and where that conflict or other circumstance involves only facts known to Contractor and of which the municipal court would not be reasonably expected to know, it shall be Contractor's obligation to arrange for acceptable alternative counsel and compensate such counsel from his own resources. In the event a conflict arises in situation which should be reasonably apparent to the municipal court, such as co-defendants or cross-participants in the same event, the court will appoint suitable alternative counsel and that counsel shall be compensated by the City as ordered by the court.

3. Contractor shall in all respects remain an independent contractor and under no circumstances shall she be considered an employee of the City. Contractor agrees to

indemnify and hold the City harmless from any an all claims against the City, its agents and employees for any malfeasance or misfeasance, negligence or malpractice in the performance of this agreement. Contractor warrants he shall obtain errors and omissions insurance coverage in a minimum amount of \$250,000 coverage for a single event in order to comply with his promise to indemnify, hold harmless and defend the City.

4. Contractor shall submit a monthly report to the City showing the number of new cases assigned that month and the total number of hours worked on Woodland municipal court cases for the same period. Said report shall be due on or before the 15th day of the month following the month for which the Contractor is reporting.

5. The City agrees to pay the Contractor for the services herein described the amount of \$5,000. Payment shall be made at the rate of \$ 5,000 monthly on or before the last day of each calendar month. Contractor shall execute payment vouchers in accordance with the City's normal practice of paying bills to facilitate the payments due hereunder. In the event Contractor becomes indebted to the City for any reason, the City may withhold payment or set off the indebtedness of Contractor until such indebtedness is satisfied or otherwise settled.

6. Contractor shall represent all indigent defendants on appeal as dictated by circumstances that do not include appeals based on ineffective assistance of counsel.

6. This Agreement shall be for the period commencing November 1, 2006 through December 31, 2008.

7. Either party shall have the right to terminate this Agreement on ninety (90) days written advance notice to the other party. Contractor agrees to cooperate with the City and any successor(s) to the indigent work until such time as all pending cases are disposed of.

8. Contractor agrees to provide services listed above notwithstanding the potential for court calendar changes; that said changes shall not be a basis for an increase in compensation.

9. Contractor shall use best efforts to review the information at the Cowlitz County Jail on a daily basis to determine whether his clients are incarcerated; that he further agrees to consult with incarcerated clients as soon as possible in order to represent their interests.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth by their signatures.

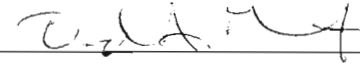
CONTRACTOR:



KEVIN VIBBERT

DATED: 11/9/06

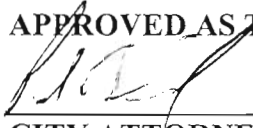
CITY OF WOODLAND:



MAYOR

DATED: 11-13-06

APPROVED AS TO FORM:



CITY ATTORNEY