

CITY OF SNOQUALMIE

PROFESSIONAL SERVICES AGREEMENT PUBLIC DEFENDER

THIS AGREEMENT is entered into by and between the City of Snoqualmie, Washington, hereinafter referred to as "the City" and The Jacobson Law Group, PLLC, hereinafter referred to as "the Contractor," whose principal office is located at 16144 N.E. Cleveland Street, Redmond, WA 98052.

WHEREAS, the City has determined the need to have public defender services provided on a contract basis,

WHEREAS, the City has selected Contractor to perform such services pursuant to certain terms and conditions, now, therefore, in consideration of the mutual promises set forth below, the parties hereto agree as follows:

1. Scope of Service to be Performed by Contractor. The Contractor shall perform public defender services for all persons charged with violation of the ordinances of the City of Snoqualmie and determined eligible to receive counsel at public expense, including consulting as required with persons in police custody who have requested a public defender. Contractor shall provide the Snoqualmie Police Department with telephone and/or pager numbers prior to commencement of services to permit access to counsel by persons in police custody on a 24 hours per day basis. Services shall be provided primarily by Paul D. Jacobson, with the assistance of Shawn P. McCully as required for coverage.

2. Compensation and Method of Payment. The City shall pay the Contractor a flat fee of One Hundred Fifty Dollars (\$150.00) per case for all services performed, including all court proceedings or any nature whatsoever in the case. Such fee shall include all overhead, costs and expenses of Contractor, and be Contractor's sole compensation. Contractor shall bill the City monthly on or before the fifth of each month for services during the preceding month. The City shall pay contractor on or before the last day of the month in which Contractor's bill was received. The Contractor shall provide the City its Taxpayer Identification Number prior to or along with the first billing.

3. Duration of Agreement. This Agreement shall commence immediately upon mutual acceptance, shall be retroactive to March 1, 2006, and shall be automatically renewed for additional periods of one year, unless terminated pursuant to Section 5 hereof.

4. 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. Neither the Contractor nor any

employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.

5. Termination. This Agreement may be terminated for convenience by either party giving sixty (60) days written notice, or without notice by mutual agreement. The City shall have the right to terminate this Agreement immediately if the license to practice law of Jacobson or McCully is suspended or revoked. Contractor shall have the right to terminate this Agreement if the City shall fail to make any payment within thirty (30) days of its due date. In the event of cancellation, Contractor shall complete all pending cases if lawfully able to do so, and the City shall be obligated for payment for all cases commenced prior to termination which Contractor

6. Assignment and Subcontracting. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City, provided, Contractor may make normal and usual arrangements with other qualified attorneys to provided coverage in the event of scheduling conflicts.

7. Entire Agreement. The Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Agreement.

Notices to the City of Snoqualmie shall be sent to the following address:

Bob Larson, City Administrator
City of Snoqualmie
P.O. Box 987
Snoqualmie, WA 98065
Telephone: 425-888-1555 Fax: 425-831-6041

Notices to the Contractor shall be sent to the following address:

Paul D. Jacobson
16144 N.E. Cleveland Street
Redmond, WA 98052
Telephone: 425-453-2183 Fax: 425-453-2315

8. Applicable Law; Venue; Attorneys' 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 of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CITY OF SNOQUALMIE

JACOBSON LAW GROUP, PLLC

By: _____

By: _____

Title: Matthew R. Larson, Mayor

Title: Contractor

Date: _____

Date: _____

Approved As to Form:

Patrick B. Anderson, City Attorney