

CONTRACT FOR PUBLIC DEFENSE SERVICES

I. PARTIES

This contract is made on this _____ day of _____, 2007, between the City of North Bend ("City") and The Jacobson Law Group, PLLC ("Attorneys").

II. SERVICES OF THE ATTORNEYS

The Attorneys shall work for the City at the pleasure of and under the direction of the Mayor. Paul Jacobson will serve as the Public Defender and will direct the services provided under this agreement.

III. QUALITY OF SERVICES

The Attorneys shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

IV. SERVICES PROVIDED

All indigent defendants charged under criminal ordinances of the City who qualify for appointed counsel and are screened for public defense services shall be referred to the Attorneys. The Attorneys shall provide legal representation for each of these defendants from the time of screening for eligibility through trial, sentencing and appeal to the Superior Court, if necessary.

V. FEES AND COSTS

The services provided under this contract shall be billed at the flat fee rate of \$140.00 per case assigned to the Attorneys. Attorneys shall not be entitled to recover any additional charges, including but not limited to mileage costs, facsimile charges, messenger costs, photocopying costs, and telephone charges, as reimbursable cost items on Attorneys' monthly billing statements.

**VI.
PAYMENT TERMS**

Fees are due in full from the City upon billing by the Attorneys. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the statement date.

**VII.
TIME RECORDS**

The Attorneys will maintain accurate time records describing the services performed and the dates upon which said services were performed, and shall provide a monthly statement to the City setting forth the time expended for such services.

**VIII.
CONTRACT PERIOD**

This contract shall be in effect from January 1, 2007, through December 31, 2008. Each party shall have the right to terminate this contract upon thirty (30) days written notice.

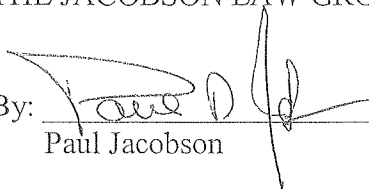
**IX.
INSURANCE**

The Attorneys agree to maintain for the protection of the City a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate.

CITY OF NORTH BEND

By: _____
Mayor Kenneth G. Hearing

THE JACOBSON LAW GROUP, PLLC

By:  _____
Paul Jacobson

RESOLUTION 1175

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR PUBLIC DEFENSE SERVICES WITH THE JACOBSON LAW GROUP, PLLC

WHEREAS, the City of North Bend has a need to retain a City Attorney to provide public defense services; and

WHEREAS, the City solicited proposals for Public Defense services in an effort to ensure the City is receiving quality services; and

WHEREAS, the City has reached agreement with The Jacobson Law Group, PLLC, for Public Defense services, based on the cost and quality of services provided; and

WHEREAS, the contract shall be in effect from January 1, 2007, through December 31, 2008;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Mayor is authorized to enter into a contract for Public Defense services with The Jacobson Law Group, PLLC in the form as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF JANUARY, 2007

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective: January 16, 2007
Posted: January 17, 2007

Cheryl Proffitt, City Clerk