

PUBLIC DEFENSE HOURLY COMPENSATION AGREEMENT
FOR EXISTING CONTRACTORS

INDIVIDUAL ATTORNEYS

NAME: _____ OSB#: _____

OFFICE ADDRESS: _____

OFFICE PHONE: _____ EMAIL: _____

COUNTIES IN WHICH I WILL ACCEPT APPOINTMENTS: _____

I (“Attorney”) hereby enter into this agreement with the Public Defense Services Commission (“PDSC”) under the terms and conditions of this Public Defense Hourly Compensation Agreement (“Agreement”) to receive fee-generating case assignments to represent persons entitled to public defense services for eligible cases in the State of Oregon. Attorney is not guaranteed case assignments and will only receive appointments if PDSC authorizes the assignment. In consideration of the receipt of any such assignments, Attorney agrees as follows:

1. Attorney is licensed to practice law in the State of Oregon and Attorney shall, at all times, remain in good standing to practice law in the State of Oregon.
2. The Attorney shall maintain an email address with PDSC as all notices, schedules, and other program information will be disseminated electronically. Attorney shall promptly inform PDSC of any change in Attorney’s contact information.
3. PDSC may publish the Attorney’s name, along with information on the types of cases that Attorney is qualified to provide legal services, to a list provided to the court.
4. This Agreement does not guarantee Attorney any actual fee-generating case assignments. PDSC may restrict the number and types of cases that Attorney is assigned.
5. Attorney shall be reimbursed at the rates approved by PDSC and in effect at the time of appointment. These rates are posted on the OPDS website.
6. Attorney agrees to comply with the PDSC’s policies, including but not limited to, policies regarding performance standards, representational practices, billing and invoicing, and case support services.
7. Attorney agrees to comply with the Oregon Rules of Professional Conduct.

8. Attorney shall not accept any form of payment from or on behalf of an assigned client for the representation provided by the Attorney, related to the matter for which the attorney was assigned, except for payment from PDSC through billings submitted to OPDS.
9. Attorney shall maintain all liability insurance as required by the Oregon State Bar.
10. Attorney shall immediately notify PDSC of (1) any criminal action brought against Attorney, including criminal complaints, indictments, or convictions of crimes, and (2) any disciplinary action brought against Attorney by the Oregon State Bar.
11. The Agreement may be terminated at any time and for any reason whatsoever without regard to cause by either Attorney or PDSC by giving fourteen days' notice in writing to the other party. In the event of any such termination of the Agreement, Attorney will cooperate with PDSC regarding the completion of any assigned cases so that the rights of the client are always fully protected.
12. This Agreement applies to all cases for which Attorney is assigned from the effective date of the Agreement through June 30, 2025. Attorney is authorized to continue legal work on cases to which they are assigned during that period until the case reaches final judgment or order in circuit court.
13. Attorney shall protect, indemnify, defend, and hold harmless OPDS, PDSC, and the State of Oregon from all liability, obligations, damages, losses, claims, suits, or actions of whatever nature that are related to, result from, or arise out of Attorney's employees' or agents' actions, decisions, work, advice, activities, or failures to act under this Agreement. Notwithstanding the above, Attorney has no duty to indemnify, defend, or hold harmless OPDS, PDSC, or the State for their actions, decisions, work, activities, or failures to act related to this Agreement.
14. I am compliant with my existing contract obligations pursuant to the case guideline numbers in the 2023-2025 Public Defense Legal Services Contract with the PDSC. I believe that I can ethically take more cases, and I am requesting that PDSC approve my request to accept cases pursuant to this Agreement.

I hereby attest that I have the time and capabilities to:

- Interview and counsel my clients;
- Promptly meet with clients after my appointment by the court and regularly meet with them thereafter;
- Advocate for pretrial release for my incarcerated clients;
- Conduct necessary investigations for my client's cases, including reviewing records and materials for mitigation;

- Obtain and review all discovery;
- Conduct sufficient and necessary legal research;
- Make sufficient preparations for all pre-trial hearings and trials;
- Make sufficient preparations for sentencing and disposition hearings;

I also agree that I will file an attestation declaring the above with the PDSC for each case assigned. I agree that I will not take on more cases than I can ethically handle at one time, allowing for sufficient time for all of the above tasks in all assigned court-appointed cases.

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN ATTORNEY AND PDSC WITH RESPECT TO THE SUBJECT MATTER HEREOF AND REPLACES ANY PRIOR WRITTEN OR ORAL COMMUNICATIONS BETWEEN THE PARTIES.

Administrator Signature

Date: _____

Administrator Name (Please print)