

PUBLIC DEFENSE HOURLY COMPENSATION AGREEMENT FOR
EXISTING CONTRACTORS

LAW FIRM OR OFFICE

FIRM/OFFICE NAME: _____

ATTORNEY ADMINISTRATOR: _____ OSB # _____

OFFICE
ADDRESS: _____

OFFICE PHONE: _____ EMAIL: _____

COUNTIES IN WHICH OFFICE WILL ACCEPT APPOINTMENTS: _____

I, a licensed attorney and administrator of a law firm or office (“Firm”), 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. The Firm is not guaranteed case assignments and will only receive appointments if PDSC authorizes the assignment. In consideration of the receipt of any such assignments, Firm agrees as follows:

1. Attorneys at the Firm are 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 Firm shall maintain an email address with PDSC as all notices, schedules, and other program information will be disseminated electronically. The Firm shall promptly inform PDSC of any changes in its contact information.
3. PDSC may publish the attorneys employed at the Firm, along with information on the types of cases that those attorneys are qualified to provide legal services, to a list provided to the court.
4. This Agreement does not guarantee the Firm any actual fee-generating case assignments. PDSC may restrict the number and types of cases that the Firm attorneys are assigned.
5. The Firm 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. The Firm 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. The Firm agrees to take measures to ensure that its attorneys comply with the Oregon Rules of Professional Conduct.
8. Neither the Firm, nor any attorney employed by the Firm, may accept any form of payment from or on behalf of an assigned client for the representation provided by the Firm, related to the matter for which the Firm was assigned, except for payment from PDSC through billings submitted to OPDS.
9. The Firm shall maintain all liability insurance as required by the Oregon State Bar.
10. The Firm shall immediately notify PDSC of (1) any criminal action brought against an attorney, including criminal complaints, indictments, or convictions of crimes, and (2) any disciplinary action brought against an 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 the Firm or PDSC by giving fourteen days' notice in writing to the other party. In the event of any such termination of the Agreement, the Firm 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 the Firm is assigned from the effective date of the Agreement through June 30, 2025. The Firm 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. The Firm 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 the Firm's employees' or agents' actions, decisions, work, advice, activities, or failures to act under this Agreement. Notwithstanding the above, the Firm 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. Attorneys at the Firm are compliant with their existing contract obligations pursuant to the case guideline numbers in the 2023-2025 Public Defense Legal Services Contract with the PDSC. I believe that those attorneys can ethically take more cases, and I am requesting that PDSC approve my request for Firm attorneys to accept appointments to cases pursuant to this Agreement. I hereby attest that each attorney at the Firm who is compliant with their contractual obligations, and who is willing to accept additional appointments pursuant to this Agreement, have the time and capabilities to:

- Interview and counsel their clients;
- Promptly meet with clients after appointment by the court and regularly meeting with them thereafter;
- Advocate for pretrial release for their incarcerated clients;
- Conduct necessary investigations for their 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 or disposition hearings;

I also agree that I will file an attestation declaring the above with the PDSC for each case assigned. I also agree that attorneys at the Firm will not take on more cases than they 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)