



C.15-001

Receiving # 7769
(obtain from City Clerk)

CONTRACT ROUTING FORM

DESCRIPTION	Originator:	Alex Herzog	Routed by:	Heidi Costello
	Department/Division:	City Manager's Office	Date:	December 9, 2014
	Name of Consultant/Contractor:	Stewart MacNichols Harmell, Inc. P.S.		
	CONTRACT TITLE:	Primary Public Defense		

CONTRACT CONTENT	Type of Contract:	<input type="checkbox"/> (GR) Grants	<input type="checkbox"/> (I) Intergovernmental Agreement	<input type="checkbox"/> (L) Lease Agreement
		<input checked="" type="checkbox"/> (S) Purchase of Services	<input type="checkbox"/> (W) Public Works	<input type="checkbox"/> (O) Other
	Bid/RFP Number:	7769		
	Effective Date:	January 1, 2015	Completion Date:	12/31/2019
	Has the original contract boilerplate language been modified?	<input checked="" type="radio"/> Yes <input type="radio"/> No		
	If yes, specify which sections have been modified:	All of it		
	Description of Services:	Primary Public Defense		

FINANCIAL DETAILS	Total Amount of Contract:	\$1,370,000.00						
	Org Key - Obj #	2104030-5410	Amount:		Org Key - Obj #		Amount:	
	J/L # - Task #				J/L # - Task #			
	Org Key - Obj #		Amount:		Org Key - Obj #		Amount:	
	J/L # - Task #				J/L # - Task #			
	Org Key - Obj #		Amount:		Org Key - Obj #		Amount:	
	J/L # - Task #			J/L # - Task #				
	Are there sufficient funds in the current budget to cover this contract?	<input type="radio"/> Yes <input type="radio"/> No						
	Remarks:							

FORMS	For Public Works/Small Works Contracts:	For Service Contracts:		
	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License	<input checked="" type="checkbox"/> Selection Form	<input checked="" type="checkbox"/> Business License
	<input type="checkbox"/> Contractor Responsibility Form	<input type="checkbox"/> Certificate of Insurance	<input checked="" type="checkbox"/> Certificate of Insurance	
	<input type="checkbox"/> Contract Bond/In Lieu of Form	<input type="checkbox"/> W-9 Form	<input checked="" type="checkbox"/> W-9 Form	

SIGNATURE	Authorization Level:	City Manager		
	<input checked="" type="checkbox"/> 1. Project Manager	<i>APP 12/9/14</i>	<input checked="" type="checkbox"/> 6. City Council (if required)	December 1, 2014
	<input checked="" type="checkbox"/> 2. Risk Management/Budget	<i>RMA 12/9/14</i>	<input checked="" type="checkbox"/> 7. City Manager	<i>DJ 12/31/14</i>
	<input checked="" type="checkbox"/> 3. City Attorney	<i>CT 12/9/14</i>	<input checked="" type="checkbox"/> 8. City Clerk	<i>CH 1/5/15</i>
	<input checked="" type="checkbox"/> 4. Consultant/Contractor		<input checked="" type="checkbox"/> 9. Originating Department	
	<input type="checkbox"/> 5. (click to select or overwrite)			



Memorandum

DATE: December 17, 2014
TO: Debbie Tarry, City Manager
FROM: Alex Herzog, Management Analyst
RE: Contract for Primary Public Defense Services

During the final quarter of 2014, the City conducted a competitive bid process for primary public defense services beginning January 1, 2015. On September 19, 2014 a request for proposals was issued. The City received seven proposals, and Stewart, MacNichols, Harmell, Inc., P.S. was selected as the most qualified firm.

Staff negotiated the attached contract with the selected firm and on December 1, 2014, Council authorized execution of the full life of the contract. The contract's initial term is for two years and includes three one-year options to extend, for a total of five years (through December 31, 2019 if the option years are executed). The 'not exceed amount' of \$1,370,000 covers all five years.

The selected firm has signed the attached and it is now ready for your signature for execution.

Please let me know if you have any questions. Thank you.



Contract No. 7769

Brief Description: Primary Public Defense Services



**CITY OF SHORELINE
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and Stewart MacNichols Harmell, Inc., P.S. hereinafter referred to as the "ATTORNEY."

WHEREAS, the City desires to retain the services of an ATTORNEY to provide for primary public defense of indigent and nearly indigent individuals charged with crimes by the City of Shoreline;

WHEREAS, such indigent defense services are subject to the Washington State Bar Association's Standards for Indigent Defense Services (Standards); and

WHEREAS, the City has selected Stewart MacNichols Harmell, Inc., P.S., to perform the above mentioned services in accordance with the law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Work to be Performed by the Attorney.

The Attorney shall perform the services outlined in Exhibit A. In performing these services, the Attorney shall at all times comply with all federal, state and local laws, court rules and local ordinances applicable to the performance of such services. The Attorney individually warrants that he/she, and every Attorney and/or intern employed by the Attorney to perform services under this Agreement, has read and is fully familiar with the provisions of the Washington Supreme Court rule and the any standards adopted by the City as well as the federal court decision in *Wilbur v. Mount Vernon* (2013). ("Standards") In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. Compliance with these Standards and applicable directives of the courts goes to the essence of this Agreement.

- a. The Attorney, and every attorney and/or intern performing services under this Agreement shall certify compliance with Supreme Court Rule and governing case load quarterly with the King County District Court on the form established for that purpose by court rule (Attached hereto as Exhibit C). A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Attorney and every attorney and/or intern warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.
- b. Attorney shall maintain contemporaneous records on a daily basis documenting all work performed on each assigned case under this Agreement. These records shall

remain confidential. Attorney shall maintain and provide to the City a quarterly report detailing:

- i. the number of cases assigned during the period;
 - ii. the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;
 - iii. the number of cases in which a motion was brought with the Court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;
 - iv. the number of cases in which an investigator was utilized;
 - v. the number of cases which were set for trial, post Readiness/Jury Call;
 - vi. the number and type of criminal cases handled outside of this contract by the specific attorneys who are assigned cases under this contract (including cases assigned by another public entity); and
 - vii. the percentage of practice of the attorney's assigned cases under this contract spent on civil or other non criminal matters.
- c. The Attorney further warrants that his/her proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to perform the services agreed to herein and those reimbursable expenses listed in Exhibit A.
 - d. The Attorney promises that he/she shall promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with this Agreement.

2. Compensation.

- a. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$248,000 per year, including all fees, infrastructure, support and systems necessary to perform the services agreed to herein and those reimbursable expenses listed in Exhibit A, except for additional payment for cases above 210 per quarter, additional payment for cases transferred from the predecessor public defense firm, and additional payment for appeals beyond the first six RALJ appeals, as well as non-routine expenses preauthorized by order of the Court, as set forth in Exhibit A.
- b. The City shall pay the Attorney for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. **NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER.** Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Attorney shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The Attorney shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 18, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.

3. Review and Renegotiation.

- a. **Renegotiation Due to Change in Rule or Standards.** This Agreement may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar, or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or by the City pursuant to RCW 10.101.030. Either party shall give ten (10) days written notice of intent to renegotiate to the other.

4. Term.
 - a. The term of this Agreement shall commence January 1, 2015 and end at midnight on the 31st day of December, 2016.
 - b. The Agreement will automatically renew for up to three (3) additional terms in one-year increments for a total possible life of four terms (5 years).
5. Termination.
 - a. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Attorney in writing. If the City intends to terminate the Agreement at the end of the current term, written notice shall be sent thirty (30) calendar days prior to the end of the current term. In the event of such termination or suspension, all finished or reports or other material prepared by the Attorney pursuant to this Agreement shall be submitted to the City.
 - b. In the event this Agreement is terminated by the City, the Attorney shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Attorney. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination except as provided in this agreement and/or authorized by the court, unless authorized in advance in writing by the City.
 - c. The Attorney reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
 - d. If the Attorney is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.
 - e. Termination on Cessation of the District Court. In the event that the City chooses in its sole discretion to terminate its Municipal Court, this Agreement shall expire following one (1) years written notice by the City to the Attorney.
 - f. Obligations survive Termination. In the event of termination of this Agreement, the following obligations shall survive and continue:
 - i. Representation. The compensation established in this Agreement compensates Attorney for services relating to each and every assigned case. Therefore, in the event this Agreement is terminated, the Attorney will continue to represent clients on assigned cases until a case is concluded on the trial court level with additional compensation as provided in Exhibit A.2.K.
 - ii. The provisions of sections 1 and 8 as well as this subsection survive termination as to the Attorney. The City shall remain bound by the provisions Exhibit A with respect to additional costs incurred with respect to cases concluded after the termination of this Agreement.
6. Ownership of Documents.
 - a. All documents, recordings, and other products or materials produced by the Attorney in connection with the services rendered under this Agreement shall be considered confidential client files.
 - b. All services performed under this Agreement will be conducted solely for the benefit of the accused and will not be used for any other purpose without written consent of the accused.

- c. The Attorney shall preserve the confidentiality of all documents and data accessed for use in Attorney's work product as governed by the Rules of Professional Conduct as promulgated by the Washington State Bar Association.
7. Independent Contractor Relationship.
- a. The Attorney is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Attorney and the City during the period of the services shall be that of an independent contractor, not employee. The Attorney, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Attorney shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and the Attorney shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Attorney is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
 - b. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Attorney or any employee of the Attorney.
8. Hold Harmless.
- a. The Attorney shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, costs, judgments, injuries, damages, losses or suits including attorney fees from any negligent, gross negligent and/or intentional acts, errors or omissions of the Attorney, its agents or employees arising out of the performance of this Agreement.
 - b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Attorney and the City, its officers, officials, employees, and volunteers, the Attorney's liability hereunder shall be only to the extent of the Attorney's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Attorney's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
9. Gifts.
- The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Attorney shall not give a gift of any kind to City employees or officials.
10. City of Shoreline Business License.
- As mandated by SMC 5.05.030, the Attorney shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its Agreement with the City.

11. Insurance.

During the term of this Agreement the Contractor shall secure and maintain professional services liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate and comprehensive general liability insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. All insurance policies shall be provided by an insurance company licensed to do business in the State of Washington, and the City shall be named as an additional insured. Contractor shall furnish proof of insurance to the City on an annual basis. Attorney's insurance coverage shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City

- a. Verification of Coverage. Attorney shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements under this Agreement before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. Upon request of the City, and with no less than thirty (30) days notice to the Attorney, the Attorney shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Agreement. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Agreement or extension(s) thereof, but not filed during the term of the Agreement.

12. Successors and Assigns.

Neither the City nor the Attorney shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other. This Agreement gives no rights or benefits to anyone other than the City and the Attorney and has no third party beneficiaries.

13. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, sexual orientation, honorably discharged doctrine or military status, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, sexual orientation, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

14. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N

Ken Harmell
Stewart MacNichols Harmell, Inc., P.S.
655 West Smith Street, Suite 210

Shoreline, WA 98133-4905
(206) 801-2700

Kent, WA 98032
(253) 859-8840

15. Nonwaiver of Breach.

The failure of the City to insist upon strict performance of any of the terms and conditions contained in this Agreement or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such terms and conditions and the same shall be and remain in full force and effect.

16. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington and the rules of the Washington State Supreme Court and the Washington State Bar Association, as applicable. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Agreement Manager, whose decision shall be final. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Attorney and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable Attorney's fees and costs from the other party. Venue for an action arising out of this Agreement shall be in King County Superior Court.

17. Complaints

- a. Investigation by the Attorney Contractor. In the event a complaint is received by the Attorney or by the City, a partner level attorney (excluding the attorney for whom the complaint is regarding) will investigate the complaint. The reviewing attorney should review the entire file on the matter, court records, documents, dockets and any other information necessary to investigate the complaint. The reviewing attorney will inform the complainant of the results of their internal investigation, and if the complainant is still unsatisfied, will inform the complainant that the matter will be forwarded to the Management Analyst in the City Manager's Office at the City of Shoreline. In the event the complaint is referred to Management Analyst, the reviewing attorney will forward the complaint and the results of its investigation to the Management Analyst. Contractor shall not be required to compromise any attorney client privilege when providing the results of the internal investigation.
- b. Investigation by the City. In the event a complaint is received by or directed to the Management Analyst, and is not timely resolved by a partner level attorney of the Contractor to the satisfaction of the complainant, the Management Analyst will investigate the complaint by reviewing the complaint, discussing the matter with the complaining party, discussing the matter with the Contractor, and determining whether a violation of this Agreement has occurred. The Management Analyst may consult with legal counsel, or another expert as deemed necessary, in order to resolve the complaint. In addition, the City may consult with the Washington State Bar Association when appropriate. The Contractor shall fully cooperate in the City's investigation process.
- c. Corrective Action Plan or Termination. In the event the City determines that a violation has occurred, the City may develop a corrective action plan or terminate this Agreement in the event it is determined that termination is appropriate. Contractor shall cooperate in any investigation of a complaint, and any corrective action plan developed by the City.

18. General Administration and Management.

The City's Agreement Manager shall be Alex Herzog, Management Analyst.

19. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Attorney, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.


20. Entire Agreement.


This 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 in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

This Agreement is executed by

CITY OF SHORELINE

ATTORNEY


By: 
Name: Debbie Tarry
Title: City Manager

By: 
Name: KEN HARWELL, PARTNER
Title: 12/12/14

Date:

Date:

Approved as to form:

By: 
Margaret King, City Attorney

Attachments: JULIE K. ANSWORTH-TAYLOR
Asst. City Attorney
Exhibit A (Scope and compensation)
Exhibit B (Billing Voucher)
Exhibit C (Certification of Compliance)

EXHIBIT A SCOPE OF WORK

The Attorney will provide effective legal representation for indigent or nearly indigent individuals charged with misdemeanor or gross misdemeanor offenses by the City of Shoreline's prosecuting attorney. The court assigns cases after the King County Office of Public Defense completes screening for indigence. The Scope of Work includes indigent defense services and other related services and tasks.

Legal representation must be available on a regular basis at the King County District Court, West Division, Shoreline Courthouse ("Shoreline Courthouse") located at 18050 Meridian Avenue North in Shoreline. The Attorney will provide an adequate number of defense counsel to efficiently manage the court calendar in a manner which avoids unnecessary delays in completing the calendar, or unnecessary periods in custody and complies with the Supreme Court's Standards for Indigent Defense regarding case load limits. Shoreline regular court calendar days are Tuesdays and Thursdays beginning at 8:45 a.m. at the Shoreline Courthouse. Typically, the Shoreline arraignment calendar day is on Mondays and runs for approximately two hours beginning at 8:45 a.m. Jury trials are typically held on the fourth week of the month. Legal representation must also be available on the third Wednesday of each month at 1:30 p.m. at the Shoreline Courthouse for the Shoreline Jury Call calendar.

1. Scope of Work

The Scope of Work includes:

- Arranging pre-hearing conferences
- Appearance at all arraignment calendars
- Attending hearings
- Preparation and negotiation of pre-trial hearings
- Motion hearings
- Readiness hearings
- Preparing pleas and pleadings
- Counseling clients
- Conducting research
- Reviewing discovery materials
- Scheduling and preparing for trials
- Attending bench and jury trials
- Post-conviction review hearings
- Other work essential to providing ordinary legal representation for the accused from receipt of Order Appointing Counsel
- Representation for out-of-custody arraignment hearings, including:
 - Counseling clients
 - Reviewing discovery materials
 - Attending arraignment hearings
 - Other work essential to providing ordinary legal representation for arraignment hearings

2. Other Requirements

A. Conference and Reporting Requirements:

- Reports showing newly appointed client name, client offense(s), case number, as well as case outcomes for cases in which a disposition has been reached submitted with monthly billings.
- Quarterly Conferences with the City's representative to review performance, develop and monitor performance benchmarks, review issues of common concern and review of quarterly caseload documents/records including:
 - the number of cases assigned during the period
 - the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea
 - the number of cases in which a motion was brought with the Court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated
 - the number of cases in which an investigator was utilized
 - the number and type of criminal cases handled outside of this contract by the specific attorneys who are assigned cases under this contract (including cases assigned by another public entity); and
 - the percentage of practice of the attorney's assigned cases under this contract spent on civil or other non criminal matters.
- District Court- or City-initiated meetings to review, revise or enhance the operating performance of judicial functions
- End of annual term conference with the City's representative

B. Sufficient counsel shall be provided to represent indigent defendants during periods when counsel takes leave for vacation and illness, or is otherwise unavailable.

C. Twenty-Four Hour Telephone Access

- a. The individual or firm selected shall provide to the City of Shoreline Police Department the telephone number(s) at which an attorney may be reached for "critical stage" advice to indigent defendants during the course of police investigations and/or arrest twenty-four (24) hours each day.

D. Associated Counsel

- a. Any counsel associated with, contracted or employed by the Attorney shall have the authority to perform the services set forth in this Scope of Work. The Attorney and all associates or attorneys who perform the services set forth in this Agreement shall be admitted to the practice pursuant to the rules of the Supreme Court of the State of Washington and will at all times remain members in good standing of the Washington State Bar.

E. The Attorney shall be responsible for this Agreement, notwithstanding that other counsel may be employed or associated by the Attorney to perform services hereunder. The Attorney shall actively supervise associated and employed counsel throughout the term of this Agreement and during any renewals or extensions, to ensure that all cases are promptly and effectively handled from the time of appointment until the conclusion of the Attorney's representation of assigned clients.

F. Attorney Conflict

In the event that the Attorney is prevented from representing any defendant by presence of a conflict of interest, as under Washington's Rules of Professional Conduct, the defendant shall be referred back to the City for further assignment, without cost to the Attorney.

G. Introduction to Clients

The Attorney will also provide at its expense an introduction letter to each client at the beginning of legal representation. This letter will advise the client of his/her responsibilities, how to contact the attorney assigned to the case and when to do so.

H. Discovery Provided

The City shall provide to the Attorney, at no cost to the Attorney or defendant, one copy of all discoverable material concerning each assigned case. This material shall include, where relevant, a copy of the abstract of the defendant's driving record.

I. Code Provided

Within 30 days written request of the Attorney, the City shall provide to the Attorney at no cost to the Attorney, a copy of the Shoreline Municipal Code and any amendments to the Code Adopted during the term of this Agreement.

J. Case Load Limits

The Shoreline City Council has elected to not weight misdemeanor cases and therefore has not adopted and published written policies and procedures to implement a numerical case-weighting system to count cases. Cases will be counted according to the Washington State Bar's Standards for Indigent Defense which states that the caseload of a full-time public defense attorney should not exceed 400 misdemeanor cases per attorney per year if the jurisdiction has not adopted a case weighting policy.

K. Transfer of Caseload

Upon conclusion of the Attorney's contractual relationship with the City, to the extent the client can be adequately represented, all cases assigned prior to the Agreement term expiration, including those which have not reached resolution, initial or otherwise, shall be transferred to the new service provider as efficiently and practicably as possible, and within the guidelines and restrictions of the Rules of Professional Conduct. Cases in progress at the Agreement expiration or termination will be compensated at one hundred-forty dollars (\$140.00) per hour until completed or transferred to the new service provider, whichever is most efficient and simultaneously allows for the protection of the rights of the accused.

Billing and Consultation

Monthly billings will be prepared ten (10) working days after the end of each calendar month using the City's Service Contract Exhibit B – Billing Voucher

In addition to the billing voucher identified in Section 2.b. of the Agreement and in the form set forth in Exhibit B, the Attorney also agrees to:

- Quarterly phone discussions with the City's contract manager, if initiated by the contract manager, to review the number of public defense cases, overall performance of the Agreement, and issues of common concern and review of quarterly caseload documents/records
- Attendance at King County District Court – Shoreline Courthouse - or City initiated meetings to address any ad hoc or ongoing issues or concerns with public defense cases or Court operations, if necessary.
- In-person discussion with the City's contract manager, if initiated by the contract manager, at the end of each annual term of the Agreement to discuss any issues with the Agreement or services provided over the preceding year.

Compensation

Compensation for these services shall be the sum of:

1. For the period between January 1, 2015 and December 31, 2015, a fixed rate of nineteen thousand dollars (\$19,000) per month for the provision of all services in this Scope of Work, up to initial resolution of matters assigned, including as many as six appeals to the King County Superior Court. The \$19,000.00 per month shall provide attorney services for the first 210 cases appointed per quarter, and first six RALJ appeals per year. Additional appointed cases above 210 per quarter will be billed at 270.00 per case.¹ Additional appeals beyond the first six RALJ appeals will be billed at \$750.00 per appeal. Billing for cases above 210 per quarter will be included with the April 2015, July 2015, October 2015 and January 2016 bills submitted by Attorney.

For the period between January 1, 2016 and December 31, 2016, a fixed rate of twenty thousand dollars (\$20,000.00) per month for the provision of all services in this Scope of Work. The \$20,000.00 per month shall provide attorney services for the first 210 cases appointed per quarter, and first six RALJ appeals per year. Additional appointed cases above 210 per quarter will be billed at 300.00 per case. Additional appeals beyond the first six RALJ appeals will be billed at \$750.00 per appeal. Billing for cases above 210 per quarter will be included with the April 2016, July 2016, October 2016 and January 2017 bills submitted by Attorney.

2. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose
 - a. Non-routine case expenses requested by the Attorney and preauthorized by order of the Court. Unless the services are performed by Attorney's staff or subcontractors, non-routine expenses may include, but shall not be limited to:
 - i. investigation expenses

¹ Effective January 1, 2015, attorney will immediately begin representing persons who were previously appointed to the predecessor public defender and are in pre-disposition status. Attorney will accept appointments for post-disposition cases as they are directed by the court. Attorney agrees that the cost of transition cases will be split as evenly as possible and billed in equal parts in January 2016 and January 2017. City will only be billed for these cases to the extent that total appointed cases for 2015 exceed 840. For each of these appointments that occur between January 1, 2015 and December 31, 2015 attorney will bill client \$200.00 per case. [As such, if the Attorney takes over 100 cases from the Schlotzhauer Law Group, and there are only 700 appointments in 2015, there would be no additional billing. However, if there are 840 or more appointments in 2015, Attorney would bill for all 100 cases at \$200.00 per case, and if there are 780 appointments in 2015, attorney would not bill for 60, but would bill for the other 40 at \$200 per case.]

- ii. medical and psychiatric evaluations
 - iii. expert witness fees and expenses
 - iv. The direct cost of transcriptions
 - v. any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Attorney may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld
- b. Lay witness fees and mileage incurred in bringing defense witnesses to court
3. If notice of termination of this Agreement is not sent 30 days prior to the end of the current term, the monthly fixed compensation rate and the additional services 'do not exceed' amount for the terms beyond 2016, if executed, will be inflated annually by 90% of the June to June Seattle-Tacoma-Bremerton area Consumer Price Index (CPI-U).

**EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER**

17500 Midvale Ave., N. Shoreline, WA 98133
(206) 546-2700 | Fax (206) 546-2200

Agreement No. _____

Firm or individual Name:

Mailing Address:

Invoice No.: _____	Invoice Date: _____
Amount of Invoice \$ _____	

Agreement Expiration Date: _____

Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Agreement Amount, (including amendments) \$ _____

Previously Billed \$ _____

Current Invoice Request \$ _____

Total Payments Requested to date \$ _____

Agreement Balance Remaining \$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Attorney Signature

<i>For Department Use Only</i>	
Approved for Payment:	
_____	Date: _____
City of Shoreline	

STANDARDS FOR INDIGENT DEFENSE

CERTIFICATION OF COMPLIANCE

“Applicable Standards” required by CrR3.1/ CrRLJ 3.1 / JuCR9.2

For criminal and juvenile offender cases, a signed certification of compliance with Applicable Standards must be filed by an appointed attorney by separate written certification on a quarterly basis in each court in which the attorney has been appointed as counsel.

The certification must be in substantially the following form:

SEPARATE CERTIFICATION FORM

<p>_____ Court of Washington for</p>
--

Certification of Appointed Counsel of
Compliance with Standards Required by
CrR 3.1 / CrRLJ 3.1 / JuCR 9.2

The undersigned attorney hereby certifies:

1. Approximately _____% of my total practice time is devoted to indigent defense cases.
2. I am familiar with the applicable Standards adopted by the Supreme Court for attorneys appointed to represent indigent persons and that:
 - a. **Basic Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1.
 - b. **Office:** I have access to an office that accommodates confidential meetings with clients, and I have a postal address and adequate telephone services to ensure prompt response to client contact, in compliance with Standard 5.2.
 - c. **Investigators:** I have investigators available to me and will use investigation services as

STANDARDS FOR INDIGENT DEFENSE

appropriate, in compliance with Standard 6.1.

- d. **Caseload:** I will comply with Standard 3.2 during representation of the defendant in my cases.
[Effective 9/1/13: I should not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, prorated if the amount of time spent for indigent defense is less than full time, and taking into account the case counting and weighting system applicable in my jurisdiction.]

Defendant's Lawyer, WSBA#

Date

Alex total	Eric	Bethany	John
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AVG.

Individual/ Firm Name						
Stewart, MacNichols, Harmell	79.87	78.87	48.87	81.87	72.37	Selected for in-person interview
Hawkins and Crawford	87	68.00	74	80	77.25	Selected for in-person interview
Baker, Lewis, Schwisow and Laws	66.43	70.43	46.43	63.43	61.68	
David O Defense	85.39	77.39	68.39	80.39	77.89	Selected for in-person interview
Guadagno and Virant	77.62	67.62	72.62	69.62	71.87	Selected for in-person interview
O'Brien, Barton and Hopkins	80.57	64.57	69.57	62.57	69.32	
Stein, Lotzkar and Starr	64.87	65.87	61.87	63.87	64.12	