



Memorandum

DATE: December 22, 2017

TO: Debbie Tarry, City Manager

FROM: Alex Herzog, Management Analyst

RE: Contract for Conflict of Interest Public Defense

When there is a conflict of interest with the firm/attorneys that serve as the City's primary public defenders, a defendant's case is passed to another firm/attorney. The City's current contract for conflict public defense is expiring on December 31, 2017, and staff have worked to secure a new contract with a new firm to provide a seamless transition of service from the existing service provider to the next.

After receiving no submittals for a recent RFP (#8933, published in late-October) for this service, staff reached out to several firms currently providing public defense services to nearby cities. Four firms were asked to provide detailed information about their practice, experience, availability, cost, etc. and to provide references for evaluation. As a result of that evaluation, staff have selected the Law Office of Christian W. Smith.

The proposed contract (attached) with this firm has a not-to-exceed amount of \$50,000 and includes an initial term of one year, with four automatic one-year extensions, for a total possible life of five years. If all extensions are executed, the City would be covered from January 1, 2018 through December 31, 2022, though it is possible that the contract amount may not be sufficient to cover the entire life of the contract. If that is the case, staff may submit a request for additional funding.

Please let me know if you have any questions.



Contract No. 8982
Brief Description: Conflict 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 Christian W. Smith dba The Law Office of Christian W. Smith, PLLC, hereinafter referred to as the "ATTORNEY."

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

WHEREAS, the City has selected Christian Smith 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 and to most current version of the Washington State Bar Association's Standards for Indigent Defense as set forth in Superior Court Criminal Rule CrR 3.1.

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 relevant orders of the Washington Supreme Court pertaining to indigent defense, Superior Court Rule CrR 3.1, and any standards adopted by the City as well as the federal court decision in *Wilbur v. Mount Vernon* (2013). (collectively, "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 as set forth in the Washington State Bar Association's Rules of Professional Conduct. Compliance with the Standards, relevant rules, 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 relevant orders of the Washington Supreme Court pertaining to indigent defense, Superior Court rule CrR 3.1, and the 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 certification with the Court. 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. 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 Agreement by the specific attorneys who are assigned cases under this Agreement (including cases assigned by another public entity); and
 - vii. the percentage of practice of the attorney's assigned cases under this Agreement spent on civil or other non-criminal matters.
- c. 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 \$50,000, including all fees and those reimbursable expenses listed 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 Rules 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 set forth in CrR 3.1 or by the City pursuant to RCW 10.101.030. Either party shall give ten (10) business days written notice of intent to renegotiate to the other party.

4. Term.

- a. The term of this Agreement shall commence January 1, 2018 and end at midnight on the 31st day of December, 2018.

- b. Unless terminated as provided in Section 5, the Agreement will automatically renew for up to four (4) additional terms in one-year increments for a total possible life of five (5) terms (maximum of five (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) business 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) calendar days written notice, or in the event outstanding invoices are not paid within thirty (30) calendar 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 District Court, this Agreement shall expire following one (1) year's 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.
 - ii. The provisions of Sections 1 (Scope of Services), 7 (Ownership of Documents) and 8 (Hold Harmless) 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.

5. Ownership of Documents and Public Records.

- 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 City 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.
- D. If required by Washington State Law, including Chapter 40.14 RCW and the State's Records Retention Schedule, the Attorney shall retain all cases files in compliance with the law and regulations.
- E. The Attorney acknowledges that the City is a public agency subject to Washington's Public Records Act, Chapter 42.56 RCW (Act), and that this Agreement and all public records associated with the Agreement shall be available for inspection and copying by the public when required by the Act. The Attorney shall conduct for those public records then in the custody of the Attorney needed by the City to respond to a disclosure request under the Act. Unless an exemption applies, the Attorney agrees to make those public records promptly available to the City along with an index of any record withheld and the basis for withholding the record. To ensure compliance with the Act, the City may request confidential review of any record to which Attorney claims an exemption. If the City determines that the exemption does not apply and the record must be released, the City's sole obligation shall be to notify the Attorney of the date that the record will be released unless the Attorney obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. The City shall not be liable to the Attorney for any public records that the City releases in compliance with the Act or in compliance with an order of a court of competent jurisdiction.

6. 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.

7. 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.

8. 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.

9. Business License and Professional Licenses.

- A. 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.
- B. The Attorney, at his/her sole expense, shall obtain and keep in force any and all necessary professional licenses required to perform the services set forth in this Agreement and to remain a member in good standing for such licenses.

10. Insurance.

During the term of this Agreement, the Attorney 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. The Attorney shall furnish proof of insurance to the City on an annual basis. Attorney's insurance coverage shall be endorsed so as to state that coverage shall not be cancelled, except after thirty (30) calendar days prior written notice by U.S. 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 any of the services. Policies shall provide thirty (30) calendar days written notice of cancellation to the City. Upon request of the City, and with no less than thirty (30) calendar 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.

11. Twenty-Four Hour Telephone Access.

The Attorney 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.

12. Associated Counsel.

Any counsel associated with, contracted or employed by the Attorney shall have the authority to perform the services set forth in this Scope of Services. The Attorney and all associated counsel who perform the services set forth in this Agreement shall be admitted to the practice of law 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.

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.

13. Attorney Conflict.

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

14. Introduction to Clients.

The Attorney will also provide, at the Attorney's sole expense, an introduction letter to each client at the beginning of legal representation. This letter shall, at a minimum, advise the client of his/her responsibilities, how to contact the attorney assigned to the case, when to contact the assigned attorney, and any other information the Attorney believes necessary for effective legal representation.

15. Shoreline Municipal Code.

Upon written request, 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. Current versions of the Code may be accessed at:
<http://www.codepublishing.com/WA/Shoreline/>

16. Transfer of Caseload.

Legal representation will extend through initial disposition of a client's matter. Upon conclusion of the Attorney's contractual relationship with the City, 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 Washington State Bar's Rules of Professional Conduct.

17. 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.

18. 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.

19. 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 U.S. 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
Shoreline, WA 98133-4905
(206) 801-2700

Christian W. Smith
The Law Office of Christian W. Smith, PLLC
6545 49th Avenue NE
Seattle, WA 98115
206-940-8803

20. 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.

21. 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. 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.

22. Complaints

- a. Investigation by the Attorney. 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 if 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. The Attorney 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.

23. General Administration and Management.

The City's Agreement Manager shall be Alex Herzog, Management Analyst. Should any dispute, misunderstanding, or conflict arise as to the terms or conditions contained in this Agreement, prior to seeking resolution by a court, the matter shall be referred to the Agreement Manager, whose decision shall be final.

24. 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.

25. 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

By: Debbie Tarry

Name: Debbie Tarry

Title: City Manager

Date: 12/22/17

LAW OFFICE OF CHRISTIAN W. SMITH

By: Christian W. Smith

Name: Christian W. Smith

Title: Attorney

Date: 12-21-17

Approved as to form:

By: Margaret King

Margaret King, City Attorney

Attachments:

Exhibit A (Scope and compensation)

Exhibit B (Billing Voucher)
Exhibit C (Certification of Compliance)

EXHIBIT A

SCOPE OF WORK

Conflict Public Defense Services

The Attorney agrees to complete assigned cases by providing the following professional services:

- In cases when the City of Shoreline's designated public defender is unable to represent, because of a conflict of interest, indigent criminal defendants whose cases have either been assigned to the King County District Court –Shoreline Court or appealed from the King County District Court –Shoreline Court to King County Superior Court, the Attorney agrees to serve as legal counsel for these defendants and to provide representation through the conclusion of their respective appeals.
- The Attorney's legal representation of each defendant shall include, but not be limited to, conducting interviews as necessary, review of discovery, consulting with agencies or experts, drafts of pleadings, legal research, preparation of briefs, motion hearings, readiness hearings, scheduling and preparing for trials, attending bench and jury trials, preparing for and attending post-conviction review hearings and such other work essential to providing legal representation for defendants from receipt of Notice of Appointment or to pursuing the defendant's appeals.
- In the event that a defendant is incarcerated, the Attorney agrees to conduct any in person interviews as may be necessary at either the King County Correctional Facility, Yakima County Jail, or the South Correctional Entity, depending on where the defendant is being held.

Associated Counsel

- The Attorney will provide an adequate number of defense counsel to efficiently manage the number of conflict cases assigned to them by the Court.
- Any counsel associated with, contracted, or employed by the Attorney shall have the authority to perform the services set forth in this Scope of Services. 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.
- 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. Sufficient counsel shall be provided to represent defendants during vacation, illnesses, and settings in more than one courtroom.

Introduction to Clients

The Attorney will also provide at its expense an introduction letter to each client at the beginning of 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.

Discovery Provided

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

Case Loads and Case Weighting

The Shoreline City Council has elected to not perform misdemeanor case weighting and, therefore, not adopted and published written policies and procedures to implement a numerical case-weighting system to measure caseloads. Caseload will be counted according to the Washington State Bar's Standards for Indigent Defense Services (WSBA Standards) which states that the caseload of a full-time public defense attorney should not exceed 400 misdemeanant cases per attorney per year if the jurisdiction has not adopted a case weighting policy. Attorney should be prepared to handle all Shoreline conflict public defense cases within the case load limits set for public defense attorneys by the WSBA Standards.

Billing and Consultation

In addition to the billing voucher identified in Section 2 of the Agreement and in the form set forth in Exhibit B, the Attorney agrees to submit billing support documentation with monthly billing vouchers showing client name, client offense(s), case number, hearing dates, and invoiced amount, submitted with monthly billings. 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 conflict cases, overall performance of the Agreement, and issues of common concern.
- Attendance at King County District Court – Shoreline Court or City initiated meetings to address any ad hoc or ongoing issues or concerns with conflict 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 services provided will be paid at the fixed rate of \$325.00 per case at the trial level. For appeals, services shall be paid at a rate of \$75.00 per hour, not to exceed \$800 per RALJ (Appeals of Decision of Courts of Limited Jurisdiction). The City also agrees to reimburse Attorney for transcription costs for RALJ appeals. These fixed per case rates shall be all inclusive and include costs such as travel, per diem, copy fees, etc., and the City will not make reimbursement on other items outside of the agreed per case rate unless they are approved for reimbursement by the City in writing before the expense is incurred.

Compensation for appeals that are made above the Superior Court level shall be negotiated on a case by case basis.

If the automatic renewal terms of this Agreement (up to a total of four additional terms beyond the initial term) are not cancelled by the City, the per case fixed compensation rate and appeals rate will be inflated annually by 90% of the June to June Seattle-Tacoma-Bremerton area Consumer Price Index (CPI-U), with a cap of 3.50%. The City shall notify the Attorney of such increase upon fourteen (14) days written notice. If approved, any rate increase shall take effect as stated and remain in effect for the subsequent annual agreement period.

**EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER**

17500 Midvale Ave N, Shoreline, WA 98133-4905 ♦ (206) 801-2700 ♦ Fax (206) 801-2787

Contract No. _____

Firm Name: _____

Mailing Address: _____

Invoice No.: _____

Invoice Date: _____

Amount of Invoice: \$_____

Contract 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 Contract Amount (including amendments) \$_____

Previously Billed \$_____

Current Invoice Request \$_____

Total Payments Requested to date \$_____

Contract Balance Remaining \$_____

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

Consultant Signature

For City of Shoreline Department Use Only

Approved for Payment:

Signature

Date: _____

Print Name