



City of Tukwila
**Community Services
 and Safety Committee**

- ◆ Jovita McConnell, Chair
- ◆ De'Sean Quinn
- ◆ Hannah Hedrick

<u>Distribution:</u>	
J. McConnell	Mayor McLeod
D. Quinn	M. Wine
H. Hedrick	A. Youn
	L. Humphrey

AGENDA

MONDAY, OCTOBER 14, 2024 – 5:30 PM

ON-SITE PRESENCE: TUKWILA CITY HALL HAZELNUT CONFERENCE ROOM 6200 SOUTHCENTER BOULEVARD	REMOTE PARTICIPATION FOR THE PUBLIC: 1-253-292-9750, ACCESS CODE: 936039108# Click here to: Join Microsoft Teams Meeting For Technical Support: 1-206-433-7155
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Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. Contract for 2025-2026 Prosecution Services. <i>Marty Wine, City Administrator</i>	a. Forward to 10/21 Regular Meeting Consent Agenda.	Pg.1
b. Contract for 2025-2026 Public Defense Services. <i>Marty Wine, City Administrator</i>	b. Forward to 10/21 Regular Meeting Consent Agenda.	Pg.11
c. Contract for 2025-2026 City Attorney Services. <i>Marty Wine, City Administrator</i>	c. Forward to 10/21 Regular Meeting Consent Agenda.	Pg.29
d. Police Department 2024 3 rd Quarter Report. <i>Eric Drever, Police Chief</i>	d. Discussion only.	Pg.41
2. MISCELLANEOUS		

Next Scheduled Meeting: *December 09, 2024*



The City of Tukwila strives to accommodate individuals with disabilities.
 Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

**TO: Mayor McLeod
Community Services and Safety Committee**

**FROM: Marty Wine
City Administrator**

**BY: Cheryl Thompson
Executive Coordinator**

DATE: September 30, 2024

SUBJECT: 2025-2026 Contract for Prosecution Services

ISSUE

The current contract for prosecution services expires December 31, 2024. The proposed contract for 2025-2026 is attached.

BACKGROUND

The City has contracted with Karen Lentz PLLC for Prosecution Services since July 1, 2023, through a Request for Proposals process conducted in May 2023. Prior to contracting with the City, Ms. Lentz served as the Tukwila Prosecuting Attorney since April 2022 as a subcontractor with the Walls Law Firm.

DISCUSSION

The City currently pays Ms. Lentz \$14,000 per month for prosecution services and provides supporting resources for case management. The 2025-2026 contract increases monthly compensation by approximately 3.2% each calendar year paying \$14,450 per month in 2025 and \$14,900 per month in 2026 and continues to provide supporting resources for case management, legal research and evidence access.

The attached agreement has been reviewed by the City Attorney's Office.

RECOMMENDATION

The Committee is being asked to move this contract forward to the consent agenda of the October 21, 2024, Council Meeting.

ATTACHMENTS

Draft Contract for Prosecution Services for 2025-2026



CONTRACT FOR PROSECUTION SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and Karen S. Lentz, PLLC hereinafter referred to as “the Contractor”.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the staffing or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, ordinances and rules applicable to the performance of such services. Compliance with these standards goes to the essence of this Agreement. The Contractor shall request and obtain prior written approval from the City if the scope of services is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2025, and ending December 31, 2026, unless sooner terminated under the provisions hereinafter specified.
4. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. 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 the Contractor, or any employee of the Contractor.
5. **Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes 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.

6. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
 1. Automobile Liability: Waived. The Contractor acknowledges that use of a motor vehicles is not required for the provision of services and any travel to and from court is outside the scope of this agreement.
 2. Commercial General Liability: Waived.
 3. Workers' Compensation: The Contractor shall procure and maintain Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability Insurance: The Contractor shall procure and maintain in full force throughout the duration of this Agreement Professional Liability insurance with a minimum coverage of \$2,000,000 per claim and \$2,000,000 aggregate. Contractor shall provide evidence of such coverage in a manner and form acceptable to the City in the City's sole discretion. Cancellation of the required insurance shall automatically result in termination of this Agreement.
 - B. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 - C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - D. **Verification of Coverage.** Contractor 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 of the Contractor before commencement of the work.
 - E. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

7. **Record Keeping and Reporting.**
 - A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement and to ensure compliance with the Public Records Act, chapter 42.56 RCW.
 - B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.
8. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement, to the extent permitted by law.
9. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
10. **Discrimination Prohibited.** The Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
11. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City. If the Contractor is unable to attend Court due to illness, vacation or unforeseen circumstances, she will make arrangements with a qualified attorney to cover in her absence. If coverage is needed for more than 5 consecutive Court days, the Contractor will obtain written approval from the City.
12. **Entire Agreement.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
13. **Notices.**

Notices to the City of Tukwila shall be sent to the following address:
City Administrator, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the following address:

Karen S. Lentz, PLLC
10410 163rd Court NE
Redmond WA 98052

- 14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- 15. **Applicable Law; Venue; Attorney’s Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

DATED this ____ day of _____, 2024.

CITY OF TUKWILA

CONTRACTOR

Thomas McLeod, Mayor

Karen S. Lentz, WSBA# 50396

ATTEST/AUTHENTICATED:

Andy Youn, City Clerk

APPROVED AS TO FORM:

Kari L. Sand, City Attorney

EXHIBIT A - SCOPE OF SERVICES

Contractor agrees to provide a level of service equal to or greater than the level of service provided by an in-house Prosecuting Attorney. Karen S. Lentz is the designated attorney that will serve as the City Prosecutor. Any changes in this designation must be approved in advance by the City.

1. **Police Report Review.** Review all Tukwila Police Reports involving misdemeanor and gross misdemeanor crimes, make decision as to filing of criminal charges or referral for pre-filing diversion in alignment with City policies and in consultation with the Tukwila Police.
2. **Court Appearances.** Appear at all criminal calendars in Tukwila Municipal Court on behalf of the City of Tukwila including but not limited to: in-custody/out-of-custody arraignments, pretrial hearings and motions, readiness hearings, bench trials, jury trials, sentencings, review hearings, tow hearings and contested traffic and parking infraction hearings when the offender is represented by an attorney.
3. **Appeals.** The City shall pay the Attorney an additional sum of \$800 per appeal filed with the King County Superior Court in connection with criminal misdemeanor and gross misdemeanor cases.
4. **Conflict Counsel.** In the event prosecution of a defendant hereunder raises a conflict of interest, the City will provide a conflict prosecutor at no cost to the Contractor.
5. **Case Preparation.** Conduct investigations, contact witnesses, advise victims regarding their rights and responsibilities, coordinate with the victim advocate when appropriate, conduct plea bargain negotiations and make appropriate plea offers consistent with the laws and regulations as well as City of Tukwila standards and policies, make sentencing and bail recommendations to the Court, prepare and present legal memoranda, subpoenas, jury instructions and other related materials, argue motions, represent the City at restitution hearings, bench trials and jury trials.
6. **Administrative Functions.** Administrative functions relating to criminal prosecution and contested traffic and parking hearings such as creation and maintenance of files, and completion of discovery requests. All files shall remain property of the City and shall be returned to the City upon termination of this Agreement or upon request by the City. Contractor shall retain all records in accordance with Washington State document retention laws.
7. **Police Department Support.** Advise the Tukwila Police Department on the conduct of investigations, search warrants, trial preparations and related matters. Provide legal research, training and assistance to the Tukwila Police Department including statutory interpretation, enforcement issues and case decisions. Attend police department administrative staff meetings as requested. The Prosecutor shall be reasonably available for night and weekend contact by police personnel.
8. **Resources.** The City will provide the Contractor with the following resources for use while conducting business on behalf of the City:
 - A City cell phone for use in communicating with police officers;
 - A City laptop;
 - Access to Prosecute by Karpel case management software;
 - Access to Axon Evidence Justice Services;
 - Access to LexisNexis for legal research;

9. Policy Revisions and Tukwila Municipal Code Amendments. Contractor will communicate and coordinate with City Administration on any requested policy revisions or municipal code amendments.
10. Training. Contractor agrees to attend seven (7) hours of prosecution focused training each year. This requirement also applies to all associate counsel. Each Attorney will submit a copy of their Continuing Legal Education (CLE) Credits transcript from the Washington State Bar Association (WSBA) with the Annual Report.
11. Reporting. Contractor agrees to submit the following reports:
 - Monthly Statistics Reports: This report shall take substantially the same form as that attached hereto as Exhibit C and shall be submitted with the monthly invoice.
 - Annual Report: This report will detail the number of cases filed for the year, the number of cases referred for pre-filing diversion, the number of cases where pre-filing diversion was successfully completed, the number of cases where stipulated orders of continuance or deferred prosecution was agreed to, and the number of cases dismissed.

DRAFT

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

1. Base Compensation. For 2025, all prosecution services set forth in Exhibit A, Contractor shall be paid a flat monthly fee of \$14,450, plus allowed expenses. For 2026, all prosecution services set forth in Exhibit A, Contractor shall be paid a flat monthly fee of \$14,900, plus allowed expenses.

Allowed expenses shall include record requests to other courts for use in prosecution.

2. Invoices. The Contractor shall invoice the City by the tenth day of each month for the previous month services.
3. Community Court or Additional Court Calendars. The Tukwila Municipal Court is researching implementation of a Community Court. If a Community Court or additional court calendars are implemented during the term of this contract, the impact to provision of prosecution services will be assessed and compensation will be negotiated and adjusted accordingly.

DRAFT

EXHIBIT C – PROSECUTION MONTHLY REPORT

CASES		
New Filings		
Cases Declined		
PRE-FILING DIVERSION		
Referred for pre-filing diversion		
Successful completion of pre-filing diversion		
DISPOSITIONS		
Deferred Prosecution		
SOC/ Pre-Trial Diversion Agreement		
DWLS 3 Amended to Infraction		
Dismissals prior to Readiness		
TRIALS	SET	TRIED
Stipulated Facts Trial		
Bench Trial		
Jury Trial		
Dismissals – Post Readiness/Day of Trial		

DRAFT



INFORMATIONAL MEMORANDUM

**TO: Mayor McLeod
Community Services and Safety Committee**

**FROM: Marty Wine
City Administrator**

**BY: Cheryl Thompson
Executive Coordinator**

DATE: October 7, 2024

SUBJECT: 2025-2026 Contract for Public Defense Services

ISSUE

The current contract for public defender services provided by Kirshenbaum & Goss expires December 31, 2024. The proposed contract for 2025-2026 is attached.

BACKGROUND

The Sixth Amendment of the United States Constitution requires that people accused of serious crimes who cannot afford to pay for private counsel be provided with an attorney. Responsibility for upholding the mandate of the Sixth Amendment lies with the states, although in Washington State this responsibility has been delegated to counties and municipalities that have judicial branches. The City of Tukwila contracts for public defense services to provide legal representation for indigent criminal defendants who qualify for appointment of counsel. Representation is provided from the time of screening for eligibility through trial, sentencing and appeals to the superior court, if necessary.

Two significant occurrences have impacted the provision of public defense services in the recent past: 1) Effective January 1, 2015, Public Defense Standards were adopted by the Washington State Supreme Court. These standards delineate the number of cases each attorney can handle per year and mandates that compensation include administrative and training costs. 2) The federal court decision, *Wilbur v. Mt. Vernon* provided additional emphasis on requirements for timely contact with clients, provision of support services for public defense attorneys to provide adequate representation like investigation services, interpreter services and expert witnesses, and reasonable compensation.

The City has developed a Public Defense program that fully complies with the Public Defense Standards and *Wilbur v. Mt. Vernon*.

The City has historically contracted with Kirshenbaum & Goss, Inc. P.S. for the provision of public defense services. In September 2022 the City advertised a Request for Proposals for the

provision of public defense services. Kirshenbaum & Goss was the only firm to submit a proposal.

In 2018 the City was paying \$32,600 per month for public defense services. Due to a decline in caseload numbers and the impacts of the pandemic, that rate was reduced and in 2023-2024 we paid a Base Compensation rate of \$29,500 per month for public defense services with an additional \$375 per case for each case assigned over the 240 quarterly caseload and an additional \$800 for any case that is appealed to King County Superior Court where the firm has to prepare and submit a brief. As of today, we have not exceeded 240 case assignments per quarter and there have been no appeals to Superior Court.

DISCUSSION

Due an increase in caseload numbers parallel to the caseload of 2018, the proposed 2025-2026 contract restores Base Compensation to \$32,600 per month for public defense services with \$30,600 being paid from the general fund and \$2,000 per month from Office of Public Defense grant funds. The contract provides for an additional \$550 per case for each case assigned exceeding a 240 quarterly caseload and maintains an additional \$800 for any case appealed to King County Superior Court. This contract also has an additional provision for compensation at \$550 per case specific to Drug Possession cases paid for through the Simple Possession Advocacy and Representation (SPAR) Program grant. The overall impact to the budget is an additional \$13,200 per year from the general fund.

The 2025-2026 agreement allows for compensation review in three circumstances: 1) When the City receives notice from the Office of Public Defense regarding the 2026-2027 Grant Application, to adjust compensation, if needed; 2) If the Tukwila Municipal Court implements a Community Court during the term of the Agreement, the impact to provision of public defense services for the Community Court will be assessed and compensation may be adjusted accordingly; and 3) to comply with any amendments made to the Washington Supreme Court Standards for Indigent Defense, which are currently under consideration.

The attached agreement has been reviewed by the City Attorney's Office.

Standards for Indigent Defense

The Washington State Supreme Court is currently reviewing a request from the Washington State Bar Association (WSBA) to revise the Standards for Indigent Defense that outlines the requirements that jurisdictions must meet in providing public defense services. The revisions requested by the WSBA for municipal courts are summarized below:

- Reduction of misdemeanor caseloads from 400 cases per attorney per year beginning July 2025 with the end result being 80-120 misdemeanor cases per attorney per year, depending on the complexity of the cases effective July 2027.
- Required ratio of investigators, support staff, mitigation specialists and interpreter services per attorney.

These requirements would have a significant impact not only from a budgetary standpoint but could also impact charging decisions at the felony level all the way down to the misdemeanor level.

The Washington State Supreme Court is accepting public comment on the proposed changes through October 31, 2024. Staff has prepared the attached letter to submit as public comment from the City of Tukwila and is requesting that the City Council join Mayor McLeod in signing the letter expressing concerns about the proposed Standards.

RECOMMENDATION

The Committee is being asked to move the agreement and letter forward to the October 21, 2024, consent agenda.

ATTACHMENTS

Draft Contract for Public Defense Services for 2025-2026.

Draft letter to Washington State Supreme Court re: Indigent Defense Standards



CONTRACT FOR PUBLIC DEFENSE SERVICES

This Agreement is entered into by and between the CITY OF TUKWILA, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and Kirshenbaum & Goss, Inc. P.S., a Washington Corporation, hereinafter referred to as “the Contractor” (collectively, “the Parties”).

WHEREAS, the City has a need to have legal services available for those charged with a crime in Tukwila Municipal Court who are deemed indigent and are entitled to the effective assistance of counsel at the public expense; and

WHEREAS, the Federal Court decision *Wilbur v. Mt. Vernon* emphasizes the need for the City to provide indigent defense services to clients of the Tukwila Municipal Court in a manner which fully complies with the City’s obligations under the Sixth Amendment to the United States Constitution; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the Parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith, including the provisions of CrRLJ 3.1 and the public defense standards adopted by the City pursuant to TMC 2.70. Compliance with these standards goes to the essence of this Agreement. The Contractor shall request and obtain prior written approval from the City if the scope of work or schedule of services is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. Base Compensation is in consideration of a caseload not to exceed 960 cases per year. In compliance with the public defense standards, the case counts include the Contractor’s appearance at 48 arraignment calendars per year.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2025, and ending December 31, 2026, unless sooner terminated under the provisions hereinafter specified.

4. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. 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 the Contractor, or any employee of the Contractor.
5. **Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes 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.
6. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
 1. **Automobile Liability:** The Contractor shall procure and maintain in full force throughout the duration of this Agreement Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. **Commercial General Liability:** The Contractor shall procure and maintain in full force throughout the duration of this Agreement Commercial General Liability insurance with

limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors, personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 26.

3. Workers' Compensation: The Contractor shall procure and maintain Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability Insurance: The Contractor shall procure and maintain in full force throughout the duration of this Agreement Professional Liability insurance with a minimum coverage of \$2,000,000 per claim and \$2,000,000 aggregate. Contractor shall provide evidence of such coverage in a manner and form acceptable to the City in the City's sole discretion. Cancellation of the required insurance shall automatically result in termination of this Agreement.

B. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

D. **Verification of Coverage.** Contractor 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 of the Contractor before commencement of the work.

E. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

7. **Record Keeping and Reporting.**

A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

8. **Amendment or Renegotiation.** This Agreement may be amended prior to the effective date of any significant changes to the Washington Supreme Court Standards for Indigent Defense.
9. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.
10. **Discrimination Prohibited.** The Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
11. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.
12. **Entire Agreement.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
13. **Notices.**
Notices to the City of Tukwila shall be sent to the following address:

City Administration
City of Tukwila
6200 Southcenter Blvd.
Tukwila, WA 98188

Notices to the Contractor shall be sent to the following address:

Kirshenbaum & Goss, Inc. P.S.
6300 Southcenter Blvd Suite 211
Tukwila, WA 98188
14. **Severability and Survival.** If any term, condition, or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement,

which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. **Applicable Law, Venue, Attorney’s Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

DATED this ____ day of _____, 2024.

CITY OF TUKWILA

CONTRACTOR:

CT

Thomas McLeod, Mayor

David Kirshenbaum

Attest/Authenticated:

Approved as to Form:

Andy Youn, City Clerk

City Attorney’s Office

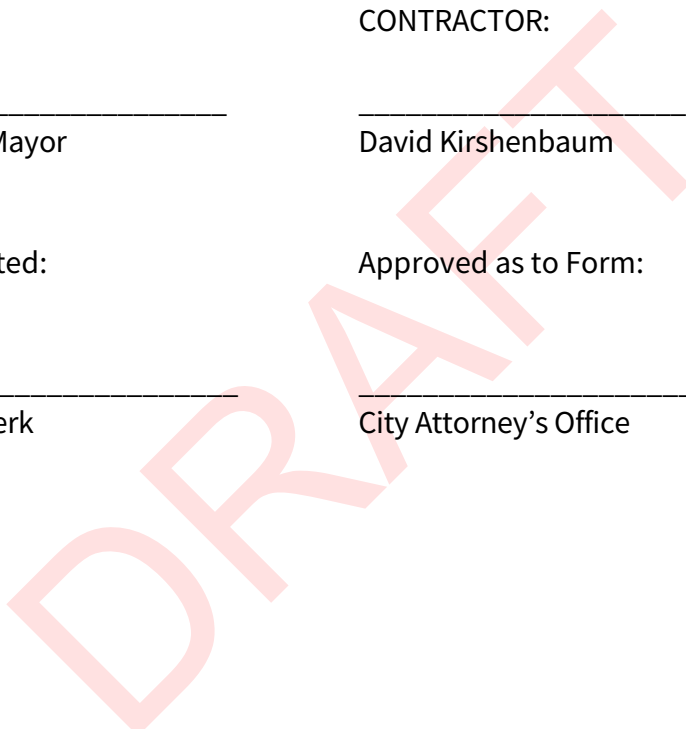


EXHIBIT A - SCOPE OF SERVICES

1. **General Scope of Representation.** Provide legal representation services in accordance with the standards adopted by the City in TMC 2.70, the standards set forth by the Washington State Bar Association Standards for Indigent Defense Services, the Rules of Professional Conduct, *Wilbur v. Mt. Vernon*, other related case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases for all indigent criminal defendants charged with a misdemeanor or gross misdemeanor under ordinances of the City who qualify for appointment of counsel. The Contractor agrees to attempt to contact the client within 72 hours of notification of appointment. The Contractor shall provide legal representation for each of these defendants from time of screening for eligibility through trial, sentencing and appeals to the superior court, if necessary.
2. **Video Court Services.** Provide daily video court public defense services to defendants charged under ordinances of the City who are detained at the SCORE Jail and qualify for public defense services in a manner consistent with the accepted practices for similar services, performed to the City's satisfaction.
3. **Attorney of the Day Services.** Provide an attorney for weekly arraignment calendars, available to all unrepresented defendants for consultation.
4. **Screening.** Determination of indigency for eligibility for appointed counsel under this Agreement shall be determined by an independent screening process established by the City. Should the Contractor determine a defendant is not eligible for assigned counsel prior to the establishment of the attorney/client privilege, the Contractor shall so advise the City to reconsider the screening of that particular individual.
5. **24-Hour Contact Information.** The Contractor shall provide to the City Police Department, a telephone number or numbers at which an attorney may be reached 24-hours each day for "critical stage" advice to the defendants during the course of police investigations and/or arrest for misdemeanor violations of City Ordinances.
6. **Authority to practice.** Any counsel associated with or employed by the Contractor shall have the authority to perform the services called for herein and the Contractor may employ associate counsel to assist him/her at the Contractor's expense and with written consent from the City in compliance with Section 11 of this Agreement. The Contractor and any other attorneys retained pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington and shall have read and be fully familiar with the provisions of the Washington Supreme Court rule and the standards adopted by the City pursuant to TMC 2.70, as well as the *Wilbur v. Mt. Vernon* decision.
7. **Conflicts.** In the event representation of a defendant hereunder raises a conflict of interest such that the Contractor cannot ethically represent the defendant, said defendant shall be referred

back to the City for further assignment, without being included in the caseload assignments for the Contractor.

8. Discovery. The City shall provide to the Contractor, at no cost, one copy of all discoverable material concerning each assigned case. Such material shall include, where relevant, a copy of the abstract of the defendant's driving record.
9. Training. Contractor agrees to attend seven (7) hours of criminal defense training each year. The training must be approved by the Washington State Office of Public Defense (OPD) in compliance with the OPD Improvement Program Training requirements. This requirement also applies to all associate counsel. Each attorney will submit a copy of their Continuing Legal Education (CLE) Credits transcript from the Washington State Bar Association (WSBA) with the Annual Report.
10. Case management. Pursuant to TMC 2.70.050 Standard 8, the Contractor shall maintain a case reporting and case management system that includes number & type of cases, attorney hours and disposition.
11. Reporting. Contractor agrees to submit the following reports:
 - Monthly Case Assignment List: Includes Cause Number, Name, Charges, Date of Assignment and Date of First Effort to Contact;
 - Monthly Statistics Report: This report shall take substantially the same form as that attached hereto as Exhibit C and shall be submitted with the monthly invoice;
 - Quarterly Certification of Compliance: The Contractor shall certify compliance with the standards required by CrRLJ 3.1. The Certification shall take substantially the same form as that attached hereto as Exhibit D and shall be filed quarterly with the Tukwila Municipal Court on the following dates: January 1, April 1, July 1, and October 1, or the next court day, if the filing day falls on a weekend or holiday;
 - Annual Report: Detailing the number of other public defense contracts including jurisdiction, the number and type of non-public defense cases handled, and the total hours billed for non-public defense cases.
12. Client Contact Prior to Court Hearings. Contact all clients 1-2 business days prior to their court hearing to confirm access to and knowledge of how to utilize the necessary technology to appear before the court.
13. Additional Coverage for Review Calendars. Provide a minimum of two attorneys at each review calendar to expedite efficient hearings.

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

1. **Base Compensation Rate.** Effective January 1, 2025, for all public defense services set forth in Exhibit A, Contractor shall be paid a flat monthly fee of \$32,600, which includes \$2,000 per month Office of Public Defense (OPD) grant funds to compensate for additional services provided as outlined in Exhibit A Sections 12 & 13. Should provision of the additional services be modified in any way, compensation will be adjusted accordingly. OPD grant funds have been awarded for 2025. If needed, a mid-contract review will be conducted to adjust compensation based on grant funding.
2. **Caseload Compensation.** Caseload assignments will be evaluated on a quarterly basis. For each case per quarter over 240 cases additional compensation will be provided at the rate of \$550 per case.
3. **Possession and Public Use Cases:** Simple Possession Advocacy and Representation (SPAR) grant funds have been awarded through June 30, 2025. These funds will pay \$550 per case for possession or public use of a controlled substance cases. The City will apply for continued grant funding for the remainder of 2025-2026.
4. **Appeals.** The City shall pay the Attorney an additional sum of \$800 per RALJ appeal filed with the King County Superior Court in which a brief has been filed by the Contractor.
5. **Community Court.** The Tukwila Municipal Court is researching implementation of a cross-jurisdictional Community Court. If a Community Court is implemented during the term of this contract, the impact to provision of public defense services for the Community Court will be assessed and compensation will be adjusted accordingly.
6. **Preauthorized Non-Routine Expenses.** Non-routine case expenses requested by Attorney and preauthorized by order of the Tukwila Municipal Court. Non-Routine expenses include, but are not limited to:
 - a. Medical and psychiatric evaluations;
 - b. Expert witness fees and expenses;
 - c. Interpreters for languages not commonly spoken in the city or interpreters;
 - d. Investigation expenses;
 - e. Medical, school, birth, DMV, 911, emergency communication recordings and logs, and other similar records when the cost of an individual item does not exceed \$75; and
 - f. Any other non-routine expenses the Tukwila Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.
7. **Invoices.** The Contractor shall invoice the City by the fifth day of the month for all cases assigned to him/her for the previous month. The bill shall delineate the following:
 - City compensation;
 - Miscellaneous Charges: Copies of invoices and/or receipts shall be attached to the bill; and
 - A list of the cases assigned for the month including the defendant's full name, case number, charges, date of assignment & date of first contact.

EXHIBIT C – PUBLIC DEFENSE MONTHLY REPORT – Kirshenbaum & Goss

CLIENT CONTACT	# per month
Jail Visits	
Out of Court Meetings	
Phone Calls	
Email Correspondence	
MOTIONS PRACTICE	
Motions	
RESOURCES UTILIZED	
Expert Consulted	
Immigration Case Assistance/Resources (WDA)	
Interpreter (out of court)	
Investigator	
Referred for Mental Health/Competency Evaluation	
Social Services Liaison	
COMPLAINTS	
Complaint Forms Received from Clients	
Complaints Filed with the WSBA	
TRAINING (in hours)	
WDA	
WACDL	
Other	

EXHIBIT D – CERTIFICATION OF COMPLIANCE

**MUNICIPAL COURT FOR
CITY OF TUKWILA
STATE OF WASHINGTON**

**CERTIFICATION OF APPOINTED
COUNSEL OF COMPLIANCE WITH
STANDARDS REQUIRED BY**

CrR 3.1/CrRLJ 3.1/JuCR 9.2

CERTIFICATION BY:

[NAME], [WSBA#]

**QUARTER [1ST,2ND, 3RD, 4TH]
CALENDAR YEAR 202_**

Certification for:

_____ to _____
MM/DD/YYYY MM/DD/YYYY

The undersigned attorney hereby certifies:

1. I am familiar with the Standards for Indigent Defense adopted by the Supreme Court which apply to attorneys appointed to represent indigent clients.
2. I file certification forms in each court in which I provide indigent defense representation.
3. Approximately ____% of my total practice time is devoted to indigent defense cases.
Approximately ____% of my total practice time is devoted to indigent defense cases in Tukwila Municipal Court.
4. I am appointed in other courts to provide indigent defense representation. My practice time in each is approximately as follows:
___ Not Applicable
Court: _____ Total practice: _____ %
Court: _____ Total practice: _____ %
Court: _____ Total practice: _____ %
5. **Caseload:** I limit the number of cases and mix of case types to the caseload limits required by Standards 3.2, 3.3 and 3.4. My caseload is prorated to the percentage of my practice devoted to indigent defense.
6. **Qualifications:** I meet the minimum basic professional qualifications in Standard 14.1. I am familiar with the specific case qualifications in Standard 14.2 and accept appointment as lead counsel only when I meet the qualifications for that case.
7. **Office:** I have access to an office that accommodates confidential meetings, a postal address, and adequate telephone and communication services as required by Standard 5.2.
8. **Investigators:** I have investigators available to me and use investigative services as appropriate, as required by Standard 6.1.

Attorney Signature

WSBA No.

Date



October 22, 2024

Washington Supreme Court
PO Box 40929
Olympia WA 98504

Re: Proposed changes to the Washington Supreme Court Standards for Indigent Defense

Dear Honorable Justices:

The City of Tukwila respectfully implores the Washington Supreme Court to reject the requested amendments to the Standards for Indigent Defense in CrRLJ 3.1. The City of Tukwila supports a defendant's constitutional right to effective assistance of counsel. The criminal justice system is facing significant workforce challenges, and the City of Tukwila is working to provide resources that ensure every adult misdemeanor defendant has effective assistance of counsel where the attorney meets an "objective standard of reasonableness" under "prevailing professional norms."¹

The proposed revisions to the state's Standards for Indigent Defense will not solve current issues and will result in new and weightier challenges than before, and the potential for felony cases to be charged as misdemeanors would have a significant impact on the Municipal Court caseload.

The proposed changes are based on a national study.

The proposed changes to the state's Standards for Indigent Defense are predicated on a 2023 national study² completed by the RAND organization. The report notes that the views expressed in the report are solely the opinions of the authors and have not been approved by the American Bar Association³. Furthermore, the RAND report says that the results of the study are "primarily applicable to locations or for purposes where jurisdictionally focused workload standards have not already been produced." Washington state currently has caseload standards in place. The report continues to state that, "the most accurate weighted caseload model is developed specifically for an individual state or jurisdiction." Therefore, the appropriate response would be for Washington to conduct the necessary research and base recommendations on that research. These issues are too important to rush in haste to a solution.

¹ *Strickland v Washington*, 466 US 668 (1984)

² http://www.rand.org/pubs/research_reports/RRA2559-1.html

³ RAND Report Page ii

The criminal justice system requires effective coordination of all moving and interdependent parts, including prosecutors, defense attorneys, judges, court staff, victims' advocates, investigators, social workers and external resources like substance use and behavioral health treatment providers. Without adequate funding and workforce available to meet the proposed standards, it is inevitable that more criminal cases will be dismissed due to a lack of defense counsel, including misdemeanor DUI and domestic violence cases. The proposed recommendations will exacerbate current challenges with harmful consequences.

Smaller jurisdictions struggle the most to recruit and retain public defense attorneys. Modifying the caseload standards will not provide equal access to justice but will increase the challenges that smaller jurisdictions will have in providing public defense services. Instead, the solution lies in concerted workforce efforts to increase access to internships, student loan forgiveness programs for contract attorneys, and other programs designed specifically to increase the workforce in smaller, underserved areas.

There is an inadequate workforce to meet the proposed standards

To implement the proposed caseload standards, the City of Tukwila will require at least three times the number of public defense attorneys, as well as social workers and investigators. There is a very real concern that the workforce required will not be available within the timeframe envisioned by the proposed standards. With the inability to expand the workforce to meet the standards, the City of Tukwila would be hindered in the ability to address misdemeanor crimes consistently and effectively, including crimes like domestic violence, drug possession, and DUI. Additionally, misdemeanor caseloads may be incrementally increased when felony charges are reduced down to a misdemeanor.

The City of Tukwila supports a concerted legislative effort to increase the workforce pipeline for public defenders, prosecutors, court staff, social workers, investigators, and other key personnel. However, even if the legislature takes significant steps in the 2025 legislative session towards these goals, the recommended caseload standards as proposed are not feasible.

The proposed standards are financially infeasible for cities

The City of Tukwila pays public defense costs out of the general fund budget. Funding sources for a city's general fund are statutorily and constitutionally limited, in addition to being constrained by residents' ability and willingness to pay. The State currently funds only a small fraction of public defense costs. Given the current state budgetary forecasts, this is unlikely to change in the near future.

Faced with these cost increases, the City of Tukwila may be forced to make budget cuts to other services, including those designed to address the root causes of criminal behavior keeping people out of the criminal justice system.

Better alternatives exist to address the challenges

A Washington-state specific study:

The RAND report highlighted national issues and has prompted other states and local governments to call for a location-specific study to determine the appropriate weighted caseload standard for their jurisdiction. Rather than making a decision on the WSBA recommendations in haste, the City of Tukwila supports careful consideration of a state-specific standard developed by a neutral researcher.

We urge approval of only portions of the proposed recommendations that are feasible and achievable within current revenue and workforce limits, and which will improve public defense. The proposed caseload limits have been the focus of much of the attention related to the WSBA's recommendations, however, some components of the proposed revisions are feasible and would strengthen Washington's public defense services. For example, the City of Tukwila supports the training and qualification requirements for misdemeanor public defenders. While the staff ratios envisioned in the proposed standards may not be workable everywhere, we support the idea of providing access to investigators, social workers, and interpreters. These types of reforms are positive steps forward but if the rigid requirements of the proposed revisions are adopted the City of Tukwila will be limited in the provision of these resources.

If the Court is inclined to adopt the proposed revisions to the Standards for Indigent Defense in their entirety, we ask the Court to exempt adult misdemeanors from the revisions, or at a minimum, delay implementation as to misdemeanors for several years to allow time to build the necessary workforce and time for the legislature to appropriate the needed funding increases.

The City of Tukwila appreciates the work done by our public defenders. We know that the current recommendations will not solve the issues. At best, the recommendations are financially and logistically infeasible, and at worst, they will create harmful consequences. We ask that you do not adopt the proposed changes.

We appreciate the opportunity to comment on the proposed revisions to the Standards for Indigent Defense, and we welcome any questions you may have.

Thomas McLeod
Mayor

Mohamed Abdi
Council President



INFORMATIONAL MEMORANDUM

**TO: Mayor McLeod
Community Services and Safety Committee**

**FROM: Marty Wine
City Administrator**

**BY: Cheryl Thompson
Executive Coordinator**

DATE: September 30, 2024

SUBJECT: 2025-2026 Contract for City Attorney Services

ISSUE

The current contract for City Attorney Services provided by Ogden Murphy Wallace expires December 31, 2024. The proposed contract for 2025-2026 is attached.

DISCUSSION

Ogden Murphy Wallace began providing City Attorney Services to the City of Tukwila in April 2020. The City currently pays a flat rate of \$35,000 per month for general City Attorney services. Under the proposed 2025-2026 contract, general City Attorney services will be maintained at 28 hours per week with monthly compensation increasing by 4% in 2025 to \$36,400 per month and by an additional 5% in 2026 to \$38,220 per month in 2026. Litigation, contested administrative proceedings, and special services are subject to prior approval and are billed at the hourly rates of the staff involved. Hourly rates are listed in Exhibit B to the contract.

RECOMMENDATION

The Committee is being asked to move this contract forward to the October 21, 2024, consent agenda.

ATTACHMENTS

Draft 2025-2026 Contract for Legal Services

KARI L. SAND
206.447.2250
ksand@omwlaw.com

October 8, 2024

SENT VIA E-MAIL ONLY

Thomas McLeod, Mayor
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188
Thomas.McLeod@TukwilaWA.gov

Re: Engagement Letter for City Attorney Services through December 31, 2026

Dear Mayor McLeod:

My team at OMW and I appreciate the opportunity to be of continued service providing City Attorney services for the City of Tukwila from January 1, 2025 through December 31, 2026. The purpose of this letter is to confirm how our services will be provided.

Terms of Engagement

In our representation of clients, we think it is critical that our clients and the firm share the same understanding of the attorney-client relationship. To that end, enclosed is a copy of our Standard Terms of Engagement. This engagement letter and the enclosed Standard Terms of Engagement set forth our agreement with you. Please review them carefully and let me know if you have any questions regarding the proposed terms.

Legal Fees

We will provide City Attorney services up to approximately 28-hours per week consistent with Exhibit A, the Scope of Services. I will serve as City Attorney and will be available, either in-person or remotely, as needed. Other Members and Associates also will be available, either on-site or remotely, as appropriate, as well as any other Member of my firm whose expertise may be needed, such as Member Karen Sutherland. Invoice statements will be sent monthly via regular mail or e-mail, unless you request otherwise. As supervising attorney, I will be responsible for seeing that the work is carried out in an efficient and economical manner. I will be assisted by other attorneys and legal assistants in our office. They are all bound to you by the same duties of loyalty and confidentiality that binds me.

Hours of Work	Staffing Model	General Services Rate
Approx. 28 hours per week (varies)	KLS = Supervising Lead City Attorney Other Member & Associate Attorneys, as appropriate to the task	Flat monthly rate of \$36,400 in 2025 ; flat monthly rate of \$38,220 in 2026 ; and other fees for separate & special services, as explained below.

For 2025, the flat monthly billing rate will be \$36,400 per month for City Attorney “General Services,” as specified in Exhibits A (Scope of Services) and B (Compensation and Method of Payment). For representation on “Separate Services,” such as administrative and judicial appeals, litigation, and other project/site-specific land use work and negotiation and drafting of development agreements, as specified in Exhibits A and B, the Member billing rate will be \$385 per hour, and the Associate billing rate will be \$285 per hour. For representation on “Special Services” that are eligible for reimbursement to the City from an applicant (e.g., franchise), as well as telecommunications work (e.g., small cell ROW agreements, pole leases, etc.) will be billed at \$405 per hour for Members and \$300 per hour for Associates. We will not bill for travel time to and from Tukwila City Hall. Travel to other locations for City-related business outside of regular office hours will be billed at applicable hourly rates (e.g., travel to the Kent Regional Justice Center or the King County Courthouse for the Friday motion calendar).

We appreciate your expression of confidence in Ogden Murphy Wallace, P.L.L.C. and would like to assure you that we will do our best to provide you with high quality legal services. If you have any questions or concerns during the course of our relationship, we encourage you to raise them with me or our Managing Member, Jessica B. Jensen, or our Chair, Geoffrey J. Bridgman. If you agree with the provisions of this engagement letter and the attached Terms and Conditions, please sign where indicated below and return to me. We look forward to working with you.

Very truly yours,

OGDEN MURPHY WALLACE, P.L.L.C.



Kari L. Sand

KLS/ljv

Enclosure – OMW Standard Terms of Engagement
cc: Aaron BeMiller, Finance Director

Mayor Thomas McLeod
October 8, 2024
Page 3

I HEREBY ACCEPT AND AGREE TO the foregoing letter and the attached Standard Terms of Engagement this _____ day of October, 2024.

By: _____

Print Name: Thomas McLeod

Its: Mayor

DRAFT

**OGDEN MURPHY WALLACE, P.L.L.C.
STANDARD TERMS OF ENGAGEMENT**

General Rates

The usual basis for determining our fees is the time expended by attorneys, paralegals, and legal assistants of the firm. The rates for our services presently range from \$175 to \$635 per hour and are subject to change from time to time. Our current rate schedule is always available upon request. Whenever it is appropriate, we will use associate attorneys, law clerks or legal assistants in our office.

Other Factors in Rates

Although time expended and costs incurred are usually the sole basis for determining our fees, by mutual agreement billings to you for legal services may, in some instances, be based on a more comprehensive evaluation of the reasonable value of the firm's services. The firm is committed to charging reasonable fees for its services. In certain situations, factors other than the amount of time required will have a significant bearing on the reasonable value of the services performed. Such factors include: the novelty and complexity of the questions involved; the skill required to provide proper legal representation; familiarity with the specific areas of law involved; the preclusion of other engagements caused by your work; the magnitude of the matter; the results achieved; customary fees for similar legal services; time limitations imposed by you or by circumstances; and the extent to which office forms and procedures have produced a high quality product efficiently. There may be some activity that we can do on a contingent or other basis; however, we will handle matters on a contingency or other basis only when and to the extent specifically agreed in writing in advance of the work.

In circumstances where our fees will be based on or include factors other than our normal hourly charges and costs, we will notify you promptly and prior to proceeding. Any basic document fee that we may charge you has been and will be set in light of these various factors.

Billing Fees and Costs

We will bill you on a regular basis, normally each month, for all the time spent on your project and for other costs incurred relating to our work or on your behalf. The activities for which our time will be billed will conference time, whether in person or on the telephone; document preparation and revision; negotiations; correspondence; staff or attorney supervision; factual and legal research and analysis; travel on your behalf; and other matters directly pertinent to and related to your business and/or litigation matters handled by our firm. Typical of the costs for which you will be billed include filing fees; delivery fees; computer assisted legal research; copying; imaging; telephone conference charges; charges of outside experts and consultants; and travel.

Payment; Interest

You agree to make payment within thirty (30) days of receipt of our invoices. Outstanding balances that are not paid within thirty (30) days of receipt will accrue interest at the rate of one percent monthly from the date of invoice until paid.

We impose a surcharge on credit cards only. The surcharge is not greater than our costs of acceptance. We impose an effective rate charge of 3% (three percent) on the transaction amounts on Visa, MC, Discover, and AMEX payments. We do not surcharge Gift Cards, Pre-Paid cards, or Visa, MC, Discover, and AMEX debit cards.

Termination

You may terminate our representation at any time, with or without cause, by notifying us. Upon such action, all fees and expenses incurred before the termination are due to the firm. If such termination occurs, your original papers will be returned to you promptly upon receipt of payment for outstanding fees and costs. If you wish to have a paper or electronic copy of your file at the conclusion of our representation, we will provide it to you at the current copy rate per page then in effect.

Estimates

You may, from time to time, ask us for estimates of our fees and expenses either in whole or in part. We are hesitant to give estimates because of their potential inaccuracy. However, if you require it, and if we do provide you with such estimates, they will be based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. We cannot guarantee that the actual fees and expenses will be at or below the estimates because of factors outside the control of the firm.

Confidentiality and Electronic Communications

Ogden Murphy Wallace is committed to maintaining the security of our system and the communications with our clients. Unless you otherwise instruct us in writing, we intend to use various communications devices in the normal course (which may include wired or wireless devices, e-mail, cellular telephones, voice over Internet, texting, and electronic data/document web sites) to communicate with and send or make available documents to you and others. Though encryption is a security tool that we utilize, not all communications are encrypted. By signing this letter, you consent to the usage of a variety of communication methods even if such methods are not encrypted.

It is important for us to maintain open communication with each other throughout the engagement. We will regularly keep you informed of the status of the matter and will promptly notify you of any major case developments. We will consult with you whenever appropriate.

You agree to communicate with and provide us with complete and accurate information as needed to further the case. Further, you will timely notify us of any changes in the structure of your organization, changes to the personal information or residence of any individuals related to this matter, or any extended periods of time when you will be unavailable.

Dispute Resolution

If you disagree with the amount of our fee, please take up the question with your principal attorney contact or with the firm's managing member. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. Any disputes relating to these Terms of Engagement or the accompanying engagement letter (collectively this "agreement") or the amount of legal fees related thereto, will be submitted to arbitration through the American Arbitration Association (the "AAA") in Seattle, Washington, according to its then-effective rules, and to Ogden Murphy Wallace, P.L.L.C. and you agree to be bound by the results of such arbitration. Please be aware that by agreeing to arbitration, you are waiving the right to a trial by jury and your right to appeal. Although the arbitrator will be authorized to award any damages or relief that a court of law having jurisdiction over the dispute could award, the arbitrator will be bound by the AAA rules and not by state or federal court rules, and discovery will be limited to what is allowed under the AAA rules. The grounds for appeal of an arbitration award are limited as compared to a court judgment or jury verdict. Arbitration fees and expenses shall be borne equally by the parties. In the event of non-payment such that we must pursue collection of your account, you agree to pay the costs of collecting the debt, including court costs and fees, and a reasonable attorney's fee.

The law of the state of Washington will apply to any such dispute.

Withdrawal

We reserve the right to withdraw from representing you if, for any reason, our fees are not timely paid in accordance with this agreement, or for any other appropriate reason, as determined by the firm in accordance with applicable law and the Rules of Professional Conduct.

Client Documents

During the engagement, we will maintain certain documents relevant to this representation. At the conclusion of this engagement, we will retain your original documents for a period of ten years unless you request that they be returned to you. If you have not requested possession of the file or any of its contents at the end of ten years, the file may be destroyed in accordance with our record retention program.

We may store some or all of your electronic files on a variety of platforms, including third-party cloud-based servers. You specifically consent to the use of these services for document storage

and management, and to the conversion of all paper documents in your file to electronic form. You recognize that technology is ever evolving and that electronic communications cannot be fully protected from unauthorized interception. You acknowledge that our email system may be unencrypted, and you covenant and agree to proactively notify us in writing if you require that any of your deliverables or emails be sent to you with encryption. We caution you not to send or access any email or other electronic message to or from us, respectively, via any public or semi-public network, or network or devices owned or controlled by any third party. Nonetheless, for efficiency purposes, you authorize us to transmit information, including information of a confidential nature, to you (or your designated representative) by email to any address which you may provide to us for such purposes, including responding to the sending address of any such message that we may receive from you. In addition, you authorize our use of third-party cloud, back-up, client management, timekeeping, and file-sharing services, including, but not limited to, ShareFile, Dropbox, DocuSign, Carpe Diem, Mimecast, and SurePoint, in the course of our representation. You acknowledge that we may be bound by certain third party terms and conditions related to the use of such services and that our use of such services is not without risks (and you agree to assume such risks).

Please note that if we represent you in a matter in litigation, you have an obligation to preserve all documents that may be relevant to this matter.

Disclaimer

You acknowledge that we have made no guarantees regarding the disposition, outcome, or results of your legal or business matters, and all expressions we have made relevant thereto are only our opinions as lawyers based upon the information available to us at the time. Our beginning work on your behalf will constitute your acceptance of this agreement unless we receive a written objection from you within ten (10) days of the date of the accompanying engagement letter.

Independent Advice

Since the Engagement Agreement is legally binding and affects your legal rights, you may wish to seek the advice of independent counsel prior to executing it.

Conclusion

Thank you for retaining our firm. We look forward to working with you.

EXHIBIT A-SCOPE OF SERVICES

Contractor agrees to provide a level of service equal to or greater than the level of service provided by an in-house city attorney working approximately 28 hours per week. Kari L. Sand is the designated member of Ogden Murphy Wallace that will serve as the lead City Attorney. Any changes in this position must be approved in advance by the City.

1. Flat Rate Fee for City Attorney General Services

Contractor agrees to provide general city attorney services, for a flat fee, including but not limited to:

- A. Attending regular meetings of the City Council and executive sessions scheduled for regular meetings of the City Council and, upon request, attending special meetings of the City Council, meetings of the Committee of the Whole, other Committee meetings, and meetings of City Boards and Commissions.
- B. Preparation and/or legal review of contracts, interlocal agreements, resolutions and ordinances and other city documents or materials as requested.
- C. Practice “preventative law” in the form of regular consultation with Mayor, City Councilmembers, City Administrator, and staff.
- D. Except as set forth in Section 2, defend and manage (for WCIA-related matters) litigation brought against the City.
- E. Providing legal advice relating to the Public Records Act and public records requests, including review and redaction of records and preparation and review of exemption logs, as requested.
- F. As requested, providing special classes and/or seminars for staff, elected officials, Boards, and Commissions on issues including, but not limited to, the PRA, OPMA, ethics, conflicts of interest, and the appearance of fairness doctrine.
- G. Such other general city attorney matters as are assigned.
- H. Work up to approximately 28 hours per week on average.
- I. Maintain comprehensive Internet and remote access capability, including e-mail, linking Contractor's office with City Hall.
- J. It is incumbent upon the City, in partnership with the City Attorney, to manage the general services within the estimated 28-hour work week staffing model.

2. Separate Matter Services

Contractor agrees to provide City Attorney Separate Matter Services for litigation and contested administrative proceedings, which include but are not limited to:

- A. Each individual civil action filed by or against the City, except matters for which WCIA has assigned primary, lead defense counsel, which the City Attorney shall manage as part of general city attorney services, and except that multiple condemnation lawsuits related to the same project shall constitute only one Separate Matter;
- B. All Code Enforcement matters conducted before the Hearing Examiner or in Court, but not including general code enforcement services, which shall be included in Contractor's flat monthly fee;
- C. All drug or other forfeiture matters collectively filed by or against the City; and
- D. All negotiations, drafting, and meetings for development agreements; provided, however, that each development agreement shall first be authorized by the City for handling as a separate matter.

For each such Separate Matter, Contractor shall be paid hourly rates for 2025-2026 as set forth in Exhibit B, Section 2.

3. Special Services

Contractor agrees to provide City Attorney Special Services, which include but are not limited to:

Other specialized municipal law services, including but not limited to franchise negotiations and telecommunications work (e.g., small cell ROW agreements, pole leases, etc.); provided, however, that any such Special Services shall first be authorized by the City.

For such Special Services, Contractor shall be paid hourly rates for 2025-2026 as set forth in Exhibit B, Section 3.

It is understood and agreed that the City Attorney shall not provide private legal services to any employee of the City of Tukwila during the term of this Agreement.

EXHIBIT B-COMPENSATION AND METHOD OF PAYMENT

1. City Attorney General Services

For 2025, all city attorney general services set forth in Section 1 of Exhibit A, Contractor shall be paid a flat monthly fee of \$36,400, plus extraordinary expenses. For 2026, all city attorney general services set forth in Section 1 of Exhibit A, Contractor shall be paid a flat monthly fee of \$38,220, plus extraordinary expenses.

Extraordinary expenses shall include court filing fees, deposition and other discovery costs, parking, mileage costs other than to and from City Hall or other locations within the City, and other similar expenses advanced by Contractor on City's behalf. Extraordinary expenses shall not include routine photocopying, fax, or long-distance telephone charges.

2. City-Attorney Separate Matter Services

All litigation and administrative proceeding services set forth in Section 2 of Exhibit A shall be considered Separate Matter Services. Contractor shall maintain its current practice of providing individual monthly billing statements for each Separate Matter.

2025	Hourly Rates for Separate Services
Member	\$385/hour
Associates	\$285/hour

2026	Hourly Rates for Separate Services
Member	\$405/hour
Associates	\$300/hour

3. City-Attorney Special Services

Special Services shall first be authorized by the City. Contractor shall be paid hourly rates for 2025-2026 as set forth below for authorized Special Services.

2025	Hourly Rates for Special Services
Member	\$405/hour
Associates	\$300/hour

2026	Hourly Rates for Special Services
Member	\$425/hour
Associates	\$315/hour

Paralegal services for all matters will be billed at \$155/hour.
Summer clerk services for all matters will be billed at \$200/hour.

Tukwila Police Department

Community Services and Safety Committee

Quarterly Information Brief

Third Quarter, 2024



THIRD QUARTER HIGHLIGHTS

Staffing

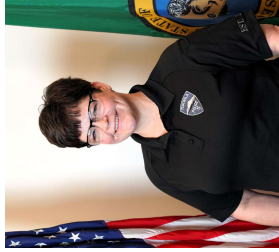
- New entry level officers
 - Skye Yaranon
 - Jose Chavez
 - LayMarra Barker
 - Marissa Elkinson



- Ongoing Recruitment Efforts, Oral Boards and Interviews Conducted

Recognition

- Employees Of The Quarter (2nd quarter)
 - Stephanie Myers
 - Josh Vivet
- Distinguished Service Medal
 - Josh Vivet
- Life Saving Medals
 - Elias Hiatt
 - Dustin Johnson



THIRD QUARTER HIGHLIGHTS

Community Engagement

- Homeless Camps Response
 - Continued Outreach
- Community Engagement
 - Meetings:
 - Riverton Park Church
 - COPCAB
 - TIBAC
 - Theft 3 Juvenile Diversion And Mall Safety
 - Tukwila School District
 - Vibrant Communities Initiative
 - Peaks Condominiums HOA Board
 - Target Management
 - King County Library System
- Community Events
 - Touch A Truck
 - Night Out Against Crime
 - Back-To-School Shopping Event
 - Copcorn Friday



THIRD QUARTER HIGHLIGHTS

□ Significant Operations & Events

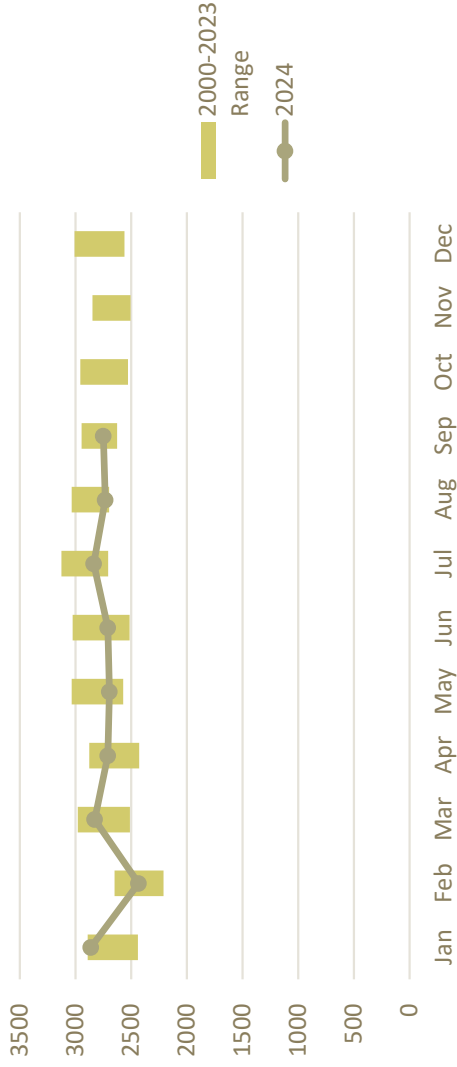
- Regional Partnership
 - Valley Chiefs Valley Chiefs' executive meetings (VNET, SWAT, VIIT, SCORE)
 - King County Police Chiefs and Sheriff Assoc.
 - Statewide VIIT
 - Officer-Involved Shooting Training For SCORE
 - Regional Organized Retail Theft
 - Valley Communication
 - Kent PD Officer-Involved Shooting
 - Evidence Training and Tour
- Department Meetings/Events
 - PD Town Hall
 - PD Leadership Meeting
- Flock Automated License Plate Reader Cameras
- Public Disclosure Requests





THIRD QUARTER CRIME STATISTICS

Calls for Service by Month
Comparison of 2024 to 2000-2023

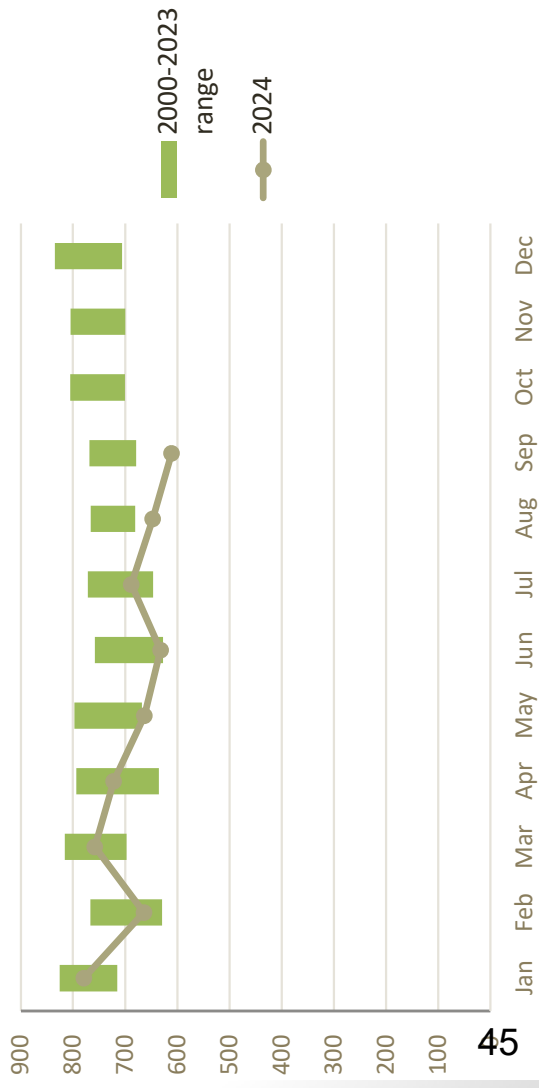


Calls for service in the second quarter were within range.

Case reports (online and officer-created) in the third quarter are still lower than expected, primarily due to decreases in theft from vehicle, auto theft, and commercial burglary cases.

[These charts show the current year (line) as compared to previous years (rectangles). This gives perspective as to a normal range as calculated over the past years.]

Case Reports by Month
Comparison of 2024 to 2000-2023





Questions?