

RESOLUTION R 3131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, CERTAIN AMENDMENTS TO THE PUBLIC DEFENSE SERVICES CONTRACT HERETOFORE ENTERED INTO BETWEEN THE CITY OF KIRKLAND AND LOREN D. COMBS, ATTORNEY AT LAW.

Whereas, the City of Kirkland heretofore entered into a contract with Loren D. Combs, Attorney at Law, to provide public defense legal services for indigent criminal defendants; and

Whereas, said contract provided for amendment thereto with reference to compensation based upon the case load history for the first six months of said contract period; and

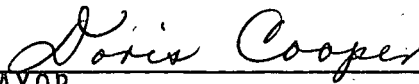
Whereas, such an amendment has been requested by Loren D. Combs, considered and approved by the City administration and the City attorney, now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland, that certain amendment to public defense services contract dated February 23, 1984 between the City of Kirkland and Loren D. Combs, Attorney at Law. A copy of said amendment is attached to this resolution and by this reference included herein.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 3rd day of December, 1984.

Signed in authentication thereof this 3rd day of December, 1984.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

RPB:jrv.
10/29/84

AMENDMENT TO PUBLIC DEFENSE SERVICES CONTRACT
DATED FEBRUARY 23, 1984

THIS AMENDMENT AGREEMENT is made and entered into this _____ day of _____, 1984 by and between the CITY OF KIRKLAND, a municipal corporation, herein referred to as the "CITY", and LOREN D. COMBS, Attorney at Law, herein referred to as "ATTORNEY".

WHEREAS, the parties hereto entered into a Contract for Public Defense Services dated the 10th day of February, 1984; and

WHEREAS, pursuant to the terms of said contract a substantial drop in the average of assigned cases over a six (6) month period would be grounds for the parties renegotiating the price per case; and

WHEREAS, there has been a substantial drop in the assigned number of cases during a six (6) month period; and

WHEREAS, the parties have negotiated an acceptable rate of compensation, now, therefore,

THE PARTIES HERETO HEREBY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW:

1. Effective Amendment. This Amendment Agreement modifies the contract entered into by and between the parties on the 23rd day of February, 1984. This addendum Agreement supercedes that portion of the Agreement relating to the monthly rate of compensation. Except as expressly modified herein the terms of the Agreement dated the 23rd day of February, 1984 shall remain in full force and effect.

2. Rate of Compensation. Paragraph 7 of the Agreement is hereby amended. The CITY shall pay to the ATTORNEY for services rendered under the Agreement the sum of \$1,112.00 per month, commencing with the month of October, 1984. The ATTORNEY shall bill the CITY on the first day of the month, or the first work day thereafter for all cases

assigned him for the previous month. Payment shall be made by the 20th day of the month following the month for which services were rendered. The CITY understands that the ATTORNEY is only able to provide the service at the above-referenced rate due to the economies of scale resulting from handling the public defense work for the Cities of Redmond, Kirkland, Bothell and Issaquah. If, for any reason, the ATTORNEY'S contract with any of the other cities is terminated, the ATTORNEY shall be relieved of any further responsibility for receiving new case assignments under this Agreement, after giving the CITY thirty (30) days notice of the termination of the other contract or contracts. The ATTORNEY shall complete all cases assigned prior to the date of termination. Provided, further, however, the CITY and the ATTORNEY may, during that thirty (30) day period negotiate the amount of compensation to be provided and if so renegotiated the parties hereto shall execute an addendum to this Agreement reflecting said change.

The CITY has the right to renegotiate the provisions of this Amendment every six (6) months.

3. Statistics. The ATTORNEY shall provide statistics for all cases assigned. The statistics shall include: (1) name of client; (2) case number; (3) charge; (4) disposition; (5) bench or jury trial; and (6) whether an appeal was filed. The ATTORNEY shall provide the statistics every other month, commencing November 1, 1984.

DATED this _____ day of _____, 1984.

CITY OF KIRKLAND

KIRSHENBAUM & COMBS

By: _____
MAYOR, DORIS COOPER

By: _____
LOREN D. COMBS

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____