

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:**

<b>AGENDA ITEM: Public Defense Contract with Feldman and Lee – Supplemental Agreement No. 2</b>	
<b>PREPARED BY: Jon Walker</b>	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT: Legal</b>	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<p><b>SUMMARY: The City is required to provide defense attorney services to indigent persons charged with criminal violations of the municipal code.</b></p> <p>Feldman and Lee have provided indigent defense services to the City since 2015. This three year extension is the second supplement extending the original contract. The cost to the City does not increase from 2020 rates for 2021 and 2022. The contract amount increases 3% in 2023.</p>	

<p><b>RECOMMENDED ACTION: Staff recommends the City Council consider approving the contract with Feldman and Lee for indigent defense services.</b></p> <p><b>RECOMMENDED MOTION: I move to authorize the Mayor to sign Supplemental Agreement No. 2 with Feldman and Lee for indigent defense services.</b></p>
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**SUPPLEMENTAL AGREEMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND FELDMAN AND LEE, P.S.**

**THIS SUPPLEMENTAL AGREEMENT NO. 2** (“Supplemental Agreement”) is made and entered into and effective on the last date entered below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and Feldman and Lee, P.S., a professional services corporation (“Firm”).

WHEREAS, the parties have previously entered into an agreement for indigent defense services for individuals with charges before the Marysville Municipal Court (the “Original Agreement”), said Original Agreement being dated December 15, 2014; and

WHEREAS, the parties entered into Supplemental Agreement No. 1 on November 13, 2017; and

WHEREAS, both parties desire to supplement the Original Agreement and the Supplemental Agreement No. 1, by altering the rate of compensation in light of changing conditions and past performance;

WHEREAS, both parties desire to supplement the Original Agreement and Supplemental Agreement No. 1, by extending the Contract Term;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Section 2 of the Original Agreement, “COMPENSATION”, is amended to read:

“Subject to the provisions of this section, the City shall pay to the Firm a flat fee each month, including all proceedings in the Municipal Court and all appeals therefrom, as follows:

For 2021 and 2022, Fifty-two thousand dollars (\$52,000.00) per month. This flat monthly fee is based on thirteen thousand dollars (\$13,000.00) per attorney.

For 2023, Fifty-three thousand five hundred sixty dollars (\$53,560.00) per month. This flat monthly fee is based on thirteen thousand dollars (\$13,390.00) per attorney.

2. Section 3 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2023.

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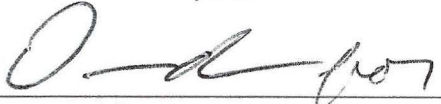
3. Each and every provision of the Original Professional Services Agreement for Indigent Defense Services, dated December 15, 2014 shall remain in full force and effect, except as modified herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MARYSVILLE

FELDMAN AND LEE, P.S.

By \_\_\_\_\_  
Jon Nehring, Mayor

By   
James A. Feldman

Dated: \_\_\_\_\_, 2020

Dated: 16 October, 2020

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Tina Brock, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney