



AGREEMENT FOR CONFLICT PUBLIC DEFENSE SERVICES

This Agreement for Conflict Public Defense Services (“**Agreement**”) is made as of the Effective Date in Part A below and is between the City of Everett, a Washington municipal corporation (*the “City”*), and the person identified as Conflict Attorney in Part A below (“**Conflict Attorney**”). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Conflict Attorney agree as follows:

A. SPECIFIC PROVISIONS

The following definitions and provisions apply and are part of this Agreement:

Conflict Attorney	Jamie S. Kim, P.S., dba Law Office of Jamie S. Kim
	8490 Mukilteo Speedway, Suite 108
	Mukilteo, WA 98272
	jamie@jamieskimlawoffice.com
Effective Date	July 1, 2026
Term	from July 1, 2026 to June 30, 2031
Compensation	The City will pay Conflict Attorney for services provided at a rate of \$150.00/hr, not to exceed \$1000.00 per case appointment.
City Notice Address	Office of the City Attorney City of Everett 2930 Wetmore Ave., Suite 10-C Everett, WA 98201

B. GENERAL CONDITIONS

Unless specifically provided otherwise in the Specific Provisions, the following provisions apply:

1. Scope of Services to be Performed. Conflict Attorney will provide indigent defense services in accordance with the standards adopted by the City in EMC 2.108.390 as the same exists or is hereafter amended (the “**Standards**”). Only an attorney appointed to represent a defendant is contractually allowed hereunder to handle the case in which they are appointed. Conflict Attorney has read and is fully familiar with the provisions of the Standards adopted by the City.
 - 1.1. Conflict Attorney shall certify compliance with Supreme Court Rule and governing case load quarterly with the Everett Municipal Court on the form established for

that purpose by court rule. A copy of such certification shall be provided to City contemporaneously with filing. Conflict Attorney will conform to the case load limitations not only with respect to services under this Agreement but also with respect to Conflict Attorney's practice, including other contracts for public defense and/or private practice. Compliance with the standards goes to the essence of this Agreement. Conflict Attorney will contact new clients within seventy-two hours of appointment.

- 1.2. Conflict Attorney will maintain contemporaneous records on a daily basis, documenting all work performed on a quarter of an hour basis on each assigned case. Conflict Attorney will maintain and provide to the City a quarterly report detailing:
 - 1.2.1. The number of cases assigned during the period and the time spent on each case;
 - 1.2.2. 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;
 - 1.2.3. The number of cases in which a motion was filed and the nature of the motion;
 - 1.2.4. The number of cases in which there was an evidentiary hearing on the motion;
 - 1.2.5. The number of cases in which an investigator was utilized;
 - 1.2.6. The number of cases that go to trial;
 - 1.2.7. The number and type of criminal cases handled outside of this Agreement including cases assigned by another public entity; and
 - 1.2.8. The percentage of Conflict Attorney's practice spent on civil or other non-criminal matters.
 - 1.2.9. **For each case:**
 - A. The date on which the case was assigned to Conflict Attorney;
 - B. Certification that contact with new client was made within seventy-two hours after appointment or provide an explanation as to why contact did not occur within that time, and state when first contact actually occurred;

- C. The nature of the charge(s) and whether the defendant is in or out of custody at time of first contact or at time of arraignment;
 - D. The date of first contact with the defendant by Conflict Attorney;
 - E. A description of any substantive motions filed by Conflict Attorney to include:
 - 1. The nature of the motion;
 - 2. Whether there was a hearing on the motion;
 - 3. And, if there was a hearing, the outcome of the motion;
 - F. Whether an investigator was used. If not, why not;
 - G. Whether there was an issue regarding competency, and if so, the nature of the issue;
 - H. The outcome of the case
 - 1. Did the case proceed to trial, and if so, the outcome of the trial;
 - 2. If the case did not proceed to trial, what was the disposition:
 - i. Guilty plea as charged;
 - ii. Guilty plea to a reduced charge specifying the reduced charge;
 - iii. Case dismissed, with a reason for the dismissal (i.e., City's witness did not appear, investigation showed that defendant did not commit the crime and City dismissal in the interest of justice, dismissal as part of a global resolution if so, what resolution, etc.)
 - iv. Bench warrant issued based on defendant's failure appear for trial.
- 1.3. All-Inclusive. Conflict Attorney's proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Standards.
- 1.4. Training. In addition to the detailed time reports referenced in Section 1.2 and its subsections, Conflict Attorney shall provide semi-annually reports to the City regarding any completed training.

- 1.5. Service Notice. Conflict Attorney will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Standards.
- 1.6. Client Representation. In cases in which Conflict Attorney is appointed as attorney of record, and unless Conflict Attorney is permitted by the Court to withdraw at an earlier time, Conflict Attorney shall represent the defendant at all stages of the criminal process, from the time of appointment as attorney of record through the appeals process unless the appeal is based on ineffective assistance of counsel, as well as during any period in which the court retains jurisdiction over the terms and conditions of any sentence or deferral. All post-sentencing hearings will be counted as part of Conflict Attorney continuing representation of the defendant. Conflict Attorney must accept all discovery from City Prosecutors in electronic form.
- 1.7. Duration of Agreement. The term of this Agreement is as set forth in the Specific Provisions in Part A..
- 1.8. Compensation: Compensation to Conflict Attorney is as set forth in the Specific Provisions in Part A..
- 1.9. Extraordinary Case Compensation: The City may allow additional compensation for extraordinary cases where it is determined by the Court or City that further compensation is reasonable and necessary under the circumstances of the case. Upon written documentation by Conflict Attorney, the Court shall consider additional compensation based upon the complexity of the case, the number of hours devoted to the case, and taking into consideration any other pertinent circumstances, such as the number of pre-trial motions filed and argued.
- 1.10. Responsibility for Expert Witness Fees and Other Costs Associated with Representation: Expert witness fees and other costs associated with representation, if approved by the Court, are paid by the City.
2. Mental Health Alternatives Program. Case appointments assigned to the Mental Health Alternatives Program (“MAP”) will be allowed to bill at the regular hourly rate up to an additional \$1200 per defendant until either the defendant's MAP cases reach final disposition, such as MAP graduation or revocation and sentencing, or the case is transferred back to the regular trial track. Upon transfer back to regular trial track, Conflict Attorney may only bill up to whatever remains of the \$400 maximum per case not already billed prior to MAP entry.
 - 2.1. Prior to billing for MAP, Conflict Attorney must notify City that a defendant has entered MAP and all case numbers that will be included in any future MAP billing.

- 2.2. Conflict Attorney must notify the City if there are any cases for the same defendant that will not be entering MAP. Conflict Attorney must also notify the City if cases are transferred back to the regular trial track before billing any remaining pre-MAP per case amounts.
3. Invoicing: Conflict Attorney shall submit invoices within sixty days of the work being performed using a form approved by the City. Final billing shall be submitted within sixty days of the date of last action on the case. Failure to submit timely billings may result in denial of payment. Consideration shall be given regarding the Public Records Act. Invoices and time records are matters of public record. Exercise appropriate discretion when filing invoices and time records regarding maintaining client confidences.
4. Independent Contractor. Conflict Attorney agrees that Conflict Attorney will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The parties agree that Conflict Attorney is not entitled to any benefits or rights enjoyed by employees of the City.
5. Continuing Legal Education (CLE). Conflict Attorney shall attend at least seven (7) hours of training per year approved by the Washington State Office of Public Defense, e.g. a CLE sponsored by the Washington Defender Association, Washington Association of Criminal Defense Lawyers, or the Washington State Office of Public Defense. City may request documentation of attendance.
6. Requirements. Conflict Attorney must be licensed to practice law in the State of Washington during the term of this Agreement. The Conflict Attorney represents and warrants that Conflict Attorney is a member in good standing of the Washington State Bar Association, and that no disciplinary proceedings are pending against Conflict Attorney. Conflict Attorney shall maintain good standing with the Washington State Bar Association throughout the duration of this Agreement and agrees to abide by the Rules of Professional Conduct.
7. Access to Books/Records. The City Procurement Manager or designee may, at reasonable times, inspect the books and records of Conflict Attorney relating to performance of this Agreement. There will not be any secondary dissemination of any confidential information reviewed during the inspection without a Court order. Nothing in this Section shall be construed as constituting a waiver of the attorney-client or work product privilege. Conflict Attorney shall keep all records required by this Agreement for five (5) years after termination of this Agreement for audit purposes.
8. Hold Harmless and Indemnity. Conflict Attorney agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Conflict Attorney's fees or

awards, and including any claims that might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Conflict Attorney or Conflict Attorney's officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of Conflict Attorney's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

The City agrees to hold harmless and indemnify Conflict Attorney, from and against any and all claims, costs, judgments, losses, or suits including Conflict Attorneys fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

This Section shall survive the termination or expiration of this Agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

9. Insurance Requirements. Conflict Attorney shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Conflict Attorney, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable. By requiring the minimum insurance coverage set forth in this Section, the City shall not be deemed or construed to have assessed the risks that may be applicable to Conflict Attorney under this Agreement. Conflict Attorney shall assess Conflict Attorney's own risks and, if Conflict Attorney deems appropriate or prudent, maintain greater limits or broader coverage.

- 9.1. General. Professional Liability, Errors and Omissions coverage, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, Conflict Attorney warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

- 9.2. No Limitation on Liability. Conflict Attorney's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Conflict Attorney to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- 9.3. Minimum Scope and Limits of Insurance. Conflict Attorney shall maintain coverage at least as broad as, and with limits no less than:

- 9.3.1. Professional Liability: \$1,000,000.

- 9.3.2. Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the City.
 - 9.3.3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the City.
 - 9.3.4. If at any time any of the foregoing policies fail to meet minimum requirements, Conflict Attorney shall, upon notice to that effect from the City, promptly obtain a new policy, and shall submit the same to the City, with the appropriate certificates and endorsements, for approval.
 10. Compliance with Laws. Conflict Attorney shall comply with all applicable federal, state and local laws in performing this Agreement, including, but not limited to laws against discrimination.
 11. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed In Part A, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by first class mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in Part A or such other address as may be hereinafter specified in writing:
12. Termination
 - 12.1. If Conflict Attorney breaches any of its obligations hereunder, and fails to cure the same within five (5) days of written notice to do so by the City, the City may terminate this Agreement, in which case the City shall pay Conflict Attorney only for the costs of services completed in accordance with this Agreement prior to the date of termination.
 - 12.2. Either party may terminate this Agreement for convenience upon ninety (90) days' written notice to the other party, in which case the City shall pay Conflict Attorney for all services performed by Conflict Attorney in accordance to this Agreement prior to the date of termination.
 - 12.3. Prior to termination, Conflict Attorney shall resolve all assigned cases unless otherwise provided as follows:

12.3.1. Upon notice of termination, Conflict Attorney shall promptly, but in no event later than three (3) business days after notice of termination, identify to the City all pending cases. The City shall re-assign all cases that remain unresolved at the time of termination except for those cases in which special circumstances exist, such as imminent trial schedule, lengthy or complex course of litigation, special client circumstances, or other client or case-based interests that may require continued representation by Conflict Attorney.

12.3.2. For those cases that Conflict Attorney retains due to the existence of special circumstances, the terms of this Agreement will remain in force and effect until final resolution of such retained cases. City will not assign any new cases to the Conflict Attorney during the period the Conflict Attorney is resolving retained cases under this provision.

12.4. Termination shall not affect the rights of the City under any other section herein.

13. Non-Assignment. Conflict Attorney shall not subcontract, assign or delegate any of the rights, duties or obligations, covered by this Agreement without the prior express written consent of the City, which consent may be reasonably withdrawn.

14. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the City for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of Conflict Attorney are needed for the City to respond to a request under the Act, as determined by the City, Conflict Attorney agrees to make them promptly available to the City. If the Conflict Attorney considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Conflict Attorney shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by Conflict Attorney and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligations shall be to notify Conflict Attorney (a) of the request and (b) of the date that such information will be released to the requester unless Conflict Attorney obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Conflict Attorney fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

The City has, and by this section assumes, no obligation on behalf of Conflict Attorney to claim any exemption from disclosure under the Act. The City shall not be liable to the Conflict Attorney for releasing records not clearly identified by Conflict Attorney as confidential or proprietary. The City shall not be liable to Conflict Attorney for any records

that the City releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

15. Conflicts Between Attachments and Text. Should any conflicts exist between any attached schedule, if any, and the text of this Agreement, the text of this Agreement shall prevail.
16. Governing Law and Stipulation of Venue. The laws of the State of Washington shall govern this Agreement and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.
17. Severability. Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
18. Entire Agreement. This Agreement is the complete expression of the terms and conditions hereunder. Any oral or written representations or understandings not incorporated herein are specifically excluded.

[signatures on following page(s)]

IN WITNESS WHEREOF, the City and Conflict Attorney have executed this Agreement.

**CITY OF EVERETT
WASHINGTON**

JAMIE S. KIM, P.S., DBA LAW OFFICE OF JAMIE S. KIM



Cassie Franklin, Mayor

Jamie S. Kim

Signature: _____

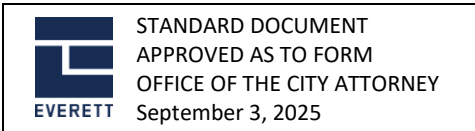
05/22/2026

Date

ATTEST



Office of the City Clerk



2025-082 Conflicts Public Defense_Jamie Kim_SD


Final Audit Report

2026-05-22


Created:	2026-05-21
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXYjz_EU_ol8bHxRFwnLHKRMD9b9ZYXdc

"2025-082 Conflicts Public Defense_Jamie Kim_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2026-05-21 - 4:14:24 PM GMT
-  Document emailed to Bert Cueva (bcueva@everettwa.gov) for approval
2026-05-21 - 4:14:53 PM GMT
-  Email viewed by Bert Cueva (bcueva@everettwa.gov)
2026-05-21 - 5:05:47 PM GMT
-  Document approved by Bert Cueva (bcueva@everettwa.gov)
Approval Date: 2026-05-21 - 7:37:44 PM GMT - Time Source: server
-  Document emailed to jamie@jamieskimlawoffice.com for signature
2026-05-21 - 7:37:53 PM GMT
-  Email viewed by jamie@jamieskimlawoffice.com
2026-05-21 - 7:38:58 PM GMT
-  Signer jamie@jamieskimlawoffice.com entered name at signing as Jamie S. Kim
2026-05-22 - 2:46:39 AM GMT
-  Document e-signed by Jamie S. Kim (jamie@jamieskimlawoffice.com)
Signature Date: 2026-05-22 - 2:46:41 AM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2026-05-22 - 2:46:43 AM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2026-05-22 - 3:28:49 AM GMT

 Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2026-05-22 - 3:29:03 AM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2026-05-22 - 3:29:05 AM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2026-05-22 - 1:58:54 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2026-05-22 - 1:59:10 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2026-05-22 - 1:59:14 PM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2026-05-22 - 3:41:12 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

 Agreement completed.

2026-05-22 - 3:41:12 PM GMT