



Seattle City Attorney

Peter S. Holmes

Jean M. Boler
Civil Division Chief
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March 31, 2011

Leonard J. Feldman
Stoel Rives LLP
One Union Square
600 University Street, Suite 3600
Seattle, WA 98101

Re: Consultation on opposition to Petition for Writ of Certiorari

Dear Mr. Feldman:

I am writing to confirm our agreement for you to provide legal advice regarding the City's opposition to the Petition for Writ of Certiorari, filed in *Strickland v. City of Seattle* (Supreme Court Case No. 10-1044). Your time, and that of your associate, will be billed at the following rates:

Leonard J. Feldman:	\$410
P.K. Runkles-Pearson:	\$300

Out-of-pocket expenses will be covered. Your fees and costs will be paid on a monthly basis upon the City's receipt of an itemized bill. The charges for your services are to not exceed \$15,000, without prior authorization from this office.

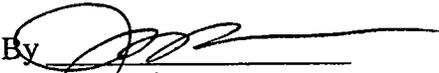
We are enclosing for your review and retention a statement of the City's billing procedures and requirements for interaction with the City Attorney. We ask in all cases to be provided with the information set forth in Parts I and III of this attachment and that billings be provided in accordance with Part II.

Roger Wynne and Greg Narver will be your primary contacts in the City Attorney's office and can be reached at 233-2177 and 684-8233, respectively. If you accept this arrangement, please sign below and return the letter to me. Please feel free to contact me if you have questions regarding the nature of this engagement or City procedure. We look forward to working with you.

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Sincerely,

PETER S. HOLMES
Seattle City Attorney

By 
Jean Boler
Civil Division Chief

Accepted by: 
Leonard J. Feldman
Stoel Rives LLP

3-31-2011
Date

SEATTLE CITY ATTORNEY
OUTSIDE COUNSEL PROCEDURES

I. Interaction with City

- A. The City Attorney¹ must be given advance notice of any significant decisions in order to be able to participate fully in making such decisions.
- B. The City Attorney must be provided with advance drafts of all significant documents (policy statements, pleadings, memoranda) in sufficient time to be able to participate fully in decisions regarding such documents.
- C. The City Attorney must routinely receive copies of all other documents, including correspondence and internal legal memoranda.
- D. The City Attorney may fully participate in all deliberations and decisions regarding possible settlement of a case.
- E. The City Attorney must participate in the selection of all consultants or experts.
- F. Any extensive legal research proposed by outside counsel must be discussed in advance with the City Attorney.
- G. The City Attorney must be advised as soon as reasonably possible of any potential conflicts in representation.

II. Potential Conflicts of Interest

- A. Counsel will be deemed to represent the entire City and all its departments, agencies, branches, boards, commissions and offices, unless specifically notified otherwise.
- B. In each instance where counsel becomes aware that there may arise, that there is, or there may be an actual or potential conflict of interest, counsel will notify the City Attorney in writing and seek written waivers from the City Attorney as soon as possible. The City Attorney may waive potential conflicts that do not involve the subject matter for which counsel has been engaged, but reserves the right to decline to waive a real or potential conflict in each case. Counsel will not engage in conduct which presents a real or

¹ References in this document to obligations and rights of the City Attorney shall in most cases be effected through the Assistant Attorney or other member of the Law Department identified by the City Attorney. Outside counsel may, however, contact the City Attorney directly whenever warranted.

potential conflict of interest as defined for purposes of these Procedures unless the City Attorney waives the conflict or potential conflict.

- C. Conflicts of interest include:
1. Conflicts described in the Rules of Professional Conduct;
 2. Situations in which counsel or any of its agents or subcontractors participate in or benefit from a transaction upon which the counsel has provided or is providing advice, except for the payments for services as provided in any contract with the City;
 3. Situations in which counsel provides advice or participates in any transaction that is, or would appear to a reasonable person to be, in conflict or incompatible with the proper duties of the counsel as provided in its contract, or which would affect, or would appear to a reasonable person to affect, the independent judgment of counsel;
 4. Any similar situation which does, or would appear to a reasonable person to, interfere with counsel's ability to fairly and impartially advise the City.

III. Billing Procedures for Outside Counsel

- A. Billings by outside counsel must be submitted on a monthly basis and will be paid at closing.
- B. Unless otherwise agreed upon in advance in writing, the City will be charged for services rendered on an hourly basis and billings will be reflected in increments of no greater than one-quarter of an hour.
- C. Each billing statement must set forth for each date services were performed:
- (1) A brief summary of the services provided;
 - (2) The number of hours, or fractions of hours, spent by each provider;
 - (3) The hourly rates of each of the providers;
 - (4) Expenses and disbursements in detail:
 - (a) Air travel must be approved by the City in advance and is reimbursable at coach rates;
 - (b) The City must not be charged for courier service or other expedited mail delivery unless the urgency was caused by the City or the City requests the service.

- (5) Billings for experts or consultants retained by the outside counsel must be provided in substantially similar format as outlined above.
- D. Any changes in outside counsel's fee schedule must be discussed with the City Attorney prior to implementation.
- E. Counsel has been retained because of his or her expertise. The City must not be billed for basic general legal or technical research necessary to educate staff or less experienced attorneys in the firm without advance City approval.
- F. The City must not be billed for time spent in preparing or reviewing the firm's billings to the City or in internal firm quality control procedures.
- G. Unless approved in advance, the City will not reimburse for time spent by more than one attorney attending meetings, witness interviews, depositions, hearings and the like.

IV. Non-Discrimination/Affirmative Action.

During the performance of this contract, outside counsel agrees as follows:

Outside counsel will not discriminate against any employee or applicant for employment because of race, color, sex, marital status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Outside counsel will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, marital status, sexual orientation, gender identity, political ideology, age, creed, religion, sexual orientation, gender identity, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Outside counsel agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Outside counsel will, prior to commencement and during the term of this Agreement, furnish to the Director of Civil Rights (as used herein Director means the Director of the Office for Civil Rights or his/her designee) upon his/her request and on such form as may be provided by the Director therefor, a report of the affirmative action taken by outside counsel in implementing the terms of these provisions, and will permit access to his/her records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director for the purposes of investigation to determine compliance with this provision.

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If upon investigation, the Director finds probable cause to believe that outside counsel has failed to comply with any of the terms of these provisions, the contracting authority shall give outside counsel an opportunity to be heard, after ten (10) days' notice. If the contracting authority concurs in the findings of the Director, it may suspend the contract and/or withhold any funds due or to become due to outside counsel, pending compliance by outside counsel with the terms of these provisions.

Failure to comply with any terms of these provisions shall be a material breach of this Agreement.

If this contract generates opportunities for subcontracting, outside counsel shall make every effort to utilize women's business enterprises and minority business enterprises, require that subcontractors do so, and maintain records necessary for monitoring compliance with the provisions of Seattle Municipal Code Chapter 20.42, which is incorporated herein by reference. The failure of outside counsel to comply with any of its applicable requirements shall be a material breach of contract.