



City of Kirkland

Request for Proposal

Prosecution Services

Job # 15-17-CA0

Issue Date: April 3, 2017

Due Date: May 1, 2017 – 3:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington (City), for:

Prosecution Services

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **3:00 p.m. PDT May 1, 2017 will not be considered.**

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by proposers in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A response that indicates that any of the requested information in this RFP will only be provided if and when the proposer is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, a Service Provider ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 3rd Day of April, 2017.

Greg Piland
Purchasing Agent
425-587-3123

Scope of Work

The City is requesting proposals from qualified law firms and attorneys interested in serving as City Prosecutor on a contractual basis. The Prosecutor will represent the City in the prosecution of all misdemeanor violations of state law and the Kirkland Municipal Code in Kirkland Municipal Court. Proposals are requested for the period beginning July 1, 2017. The City presently contracts with a law firm for prosecution services. The City anticipates entering into a two year contract for prosecution services upon completion of the request for proposal process with a possible one year extension at the option of the City.

City Profile

The City is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of approximately 84,680, and is the thirteenth largest city in the State of Washington and the sixth largest city in King County, Washington.

Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles.

The Municipal Court

The Kirkland Municipal Court began operating in 1995. Kirkland also currently provides Court services to the cities of Medina, Clyde Hill, Yarrow Point, Hunts Point, and Woodinville. This request for proposals does not include prosecution services for these cities. The following table shows the total number of criminal cases filed in Kirkland Municipal Court from 2014 through 2016 for the City of Kirkland:

	<u>Criminal Non-Traffic</u>	<u>Criminal Traffic (including DUI)</u>
2014	594	1,471
2015	660	1,266
2016	606	1,004

Detailed historical information about the volume and nature of the City's prosecutions may be found at <http://www.courts.wa.gov/caseload/?fa=caseload.showArchived>. (Kirkland Municipal Court data is listed under Courts of Limited Jurisdiction, King County.)

The Kirkland Municipal Court operates Monday through Friday from 8:30 a.m. to 4:30 p.m., with two courtrooms sometimes operating simultaneously. The Kirkland Municipal Court is located at the Kirkland Justice Center at 11740 NE 118th Street, Kirkland, WA 98034.

Services Requested/Qualifications

Required prosecution services include regular appearances at Kirkland Municipal Court for all criminal case calendars, unless excused by the Court. Appearance is required in selected traffic infraction cases. Services also include:

- review of cases for decision as to filing of criminal charges, with input from the Kirkland Police Department;
- providing discovery;
- managing cases;
- representing the City at arraignments, pretrial hearings, readiness hearings, motions, bench and jury trials, sentencing and review hearings, and certain contested hearings;
- representing the City in appeals under the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ);
- representing the City in forfeiture actions and at tow hearings;
- preparing and presenting legal memoranda, subpoenas, jury instructions, and other related materials;
- making appropriate sentencing recommendations to the Court;
- advising the Kirkland Police Department on the conduct of investigations, trial preparation, seizures, and related matters;
- providing legal research, regular training, and assistance to the Kirkland Police Department in criminal matters, including statutory interpretation, enforcement issues, and case decisions;
- interviewing witnesses and victims of crimes;
- advising victims regarding their rights and responsibilities;
- assisting the City Attorney with legal and policy issues periodically;
- creating and maintaining appropriate files; and
- performing other related duties as required.

The current Service Provider has identified annualized levels of service, based on the current levels of service and caseload, as requiring 6,460 attorney hours and 3,120 paralegal hours. The Kirkland Municipal Court currently holds the following calendars at which the attendance of the City Prosecutor is required:

	Mon	Tue	Wed	Thu	Fri
WEEK 1	8:45 PTR	8:45 ARR	8:45 PTR	8:45 Probation Reviews	8:30 Jail
	9:45 PTR	1:00 MOT/BT	9:45 PTR	1:00 Jail	9:30 Contested (PA)
	1:00 Jail	-----	1:00 Jail	-----	10:30 Accident (PA)
	1:30 BW walk-in	1:00 Jail	2:00 MOT/BT	8:45 Spanish Criminal	
	2:00 Non-Probation Reviews	-----	9:45 Spanish Infraction		
			8:45 PTR DWLS		
			9:45 PTR DWLS		

WEEK 2	8:45 PTR 9:45 PTR 1:00 Jail 1:30 BW walk-in 1:45 Bond Co 2:00 EXP BW	8:45 ARR 1:00 MOT/BT ----- 1:00 Jail 2:00 Non-Probation Reviews	8:45 Readiness 1:00 Jail 2:00 MOT/BT ----- 8:45 Readiness	8:45 Probation Reviews 1:00 Jail ----- 8:45 Interpreter-Non- Spanish	8:30 Jail 9:30 Contested (PA) 10:30 Accident (PA)
WEEK 3	9:00 Jury Trial 1:00 Jail ----- 9:00 Jury Trial	8:45 ARR 1:00 Jail 2:00 SEN ----- 9:00 Jury Trial	9:00 Jury Trial 1:00 Jail ----- 9:00 Jury Trial	9:00 Jury Trial 1:00 Jail ----- 9:00 Jury Trial	8:30 Jail 9:00 Jury Trial
WEEK 4	8:45 PTR 9:45 PTR 1:00 Jail 1:30 BW walk-in	8:45 ARR 1:00 MOT/BT ----- 1:00 Jail 2:00 Non-Probation Reviews	8:45 PTR 9:45 PTR 1:00 Jail 2:00 MOT/BT ----- 8:45 PTR DWLS 9:45 PTR DWLS	8:45 Probation Reviews 1:00 Jail	8:30 Jail 9:30 Contested (PA) 10:30 Accident (PA)

This schedule is subject to change.

All Proposers must designate an attorney who will be accountable for contract performance. Proposers must identify one attorney as the City Prosecutor. This lawyer must appear at the Kirkland Municipal Court on a regular and ongoing basis. The City Prosecutor must have prior work experience in criminal law. Prior experience as a prosecutor is strongly preferred. The contractor must provide continuity of representation while at the same time ensuring effective back-up coverage.

Any lawyer who may be called on as a back-up attorney must have current awareness of Kirkland prosecution so that she or he is fully prepared to provide prosecution services in the event of an unanticipated absence. The contractor must ensure that availability of attorneys and support staff is consistent with efficient and skilled delivery of prosecution services, including coverage for regular vacations. The contractor needs to be able to involve a sufficient number of attorneys in the delivery of prosecution services as required for efficient case management.

The Prosecutor must be responsive to the Police Department, City Attorney, defense attorneys, and witnesses. For example, the City expects phone calls to the Prosecutor to be returned in a

timely manner. The City anticipates that a caller would get a response from someone who is familiar with prosecution issues by the end of the next business day.

The Prosecutor must enter a user agreement with the Washington State Patrol (WSP) in order to access to the WSP SECTOR data-collection system and should develop the capability to use SECTOR data to file cases electronically.

Prosecution Philosophy

A key factor in the selection of the Prosecutor will be how well the proposer fits with certain overall City objectives. The City is committed to a philosophy of Community Oriented Policing with a focus on family issues and domestic violence. In addition, the City emphasizes youth issues and traffic safety. Respondents must be prepared to work cooperatively with other members of the City team in support of these City objectives.

The City expects the Prosecutor to be a strong advocate in responding to domestic violence. The Prosecutor's filing decisions and agreed dispositions of cases need to be consistent with community concerns about patterns of domestic violence. The Prosecutor is to have regular contact with the Family/Youth Advocate, particularly for discussion of upcoming cases. The Prosecutor should also have regular and on-going contact with Police Officers to include communicating charging and filing standards, and updating officers of most recent case law and important changes in law. The Prosecutor must be reasonably available for night and weekend (24/7) contact by Kirkland Police Department personnel.

Compensation

The City presently pays a flat rate of \$29,698 per month for prosecution services. Respondents may propose a flat rate for prosecution services, an hourly rate for services, or a combination of the two. For example, it may be desirable to have a flat rate for basic services plus an hourly rate for special projects.

Contract

The contract shall consist of the following documents: The Request for Proposals (RFP), the accepted proposal, a Professional Services Agreement (see Attachment A), and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

Cooperative Purchasing

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

Process Schedule

The City will attempt to follow this timetable, which should result in the full implementation of an agreement by July 1, 2017.

Issue RFP	April 3, 2017
Deadline for questions	April 14, 2017
Responses to questions	April 24, 2017
Deadline for submittal of proposals	May 1, 2017
Interviews (if needed) Week of	May 15, 2017
Selection of successful proposal	May 19, 2017
Agreement for services signed	May 31, 2017
Implementation of services	July 1, 2017

These dates are estimates and subject to change by the City.

Requirements of the Proposal

Please include the following in presenting your proposal:

- **Experience** - summarize experience relevant to prosecution services. Identify the attorney who would be the City Prosecutor, and the attorney designated for contact on administrative matters, if different. Include resumes of all attorneys who will provide prosecution services.
- **Method of Service Provision** - describe method of service delivery, philosophy and approach, and what makes you unique with respect to providing prosecution services.
- **Proposed Fee Structure** - Identify your proposal regarding compensation. Also, describe what expenses would be charged to the City. Identify whether you would charge for travel time or mileage to the Kirkland Municipal Court or to Kirkland City Hall.
- **Statement of Contract Compliance** - Discuss how your insurance meets the City's requirement to provide comprehensive general liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and professional liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- **References** - Identify three references who can attest to your experience and capabilities as they relate to services requested. The references must include contact name, address, and telephone number.

Proposal Modifications and Clarifications

The City will not reimburse proposers, for any costs involved in the preparation and submission of proposals, or for attendance at subsequent interviews. Furthermore, this request for proposals does not obligate the City to accept or contract for any express or implied services. The City reserves the right to negotiate regarding the terms and compensation for any proposal. The City reserves the right to request any proposer clarify their response or to supply

any additional material deemed necessary to assist in the evaluation, and to modify or alter any or all of the requirements in this request for proposals.

Evaluation Procedures

Staff will evaluate the submitted proposals. The evaluators will consider how well the proposer’s proposed methodology and deliverables meet the needs of the City as described in the proposer’s response to each requirement of the proposal. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost proposer. Rather, it is intended to help the City select the proposer with the best combination of attributes, including price, based on the evaluation factors.

The City will evaluate all proposals received under this solicitation using the following points system:

Completeness of proposal submitted	0-10
References	0-10
Demonstrated ability to provide requested services	0-20
Individual attorney’s or law firm’s experience and of its assigned personnel	0-30
Proposed compensation and contract terms	0-30

Selection Process

The Kirkland City Attorney may choose to select a short list of respondents for interview by a committee during early May. The selected Service Provider must be prepared to provide services beginning July 1, 2017. Selection of a Service Provider to serve as City prosecutor will be based on the review committee’s judgment as to the best match between the city’s needs and the background and proposal of the proposer.

Written questions regarding this request for proposals should be submitted by 4:00 p.m. on April 17, 2017, and directed to Kevin Raymond, City Attorney, by email to KRaymond@kirklandwa.gov or by mail to Kirkland City Attorney’s Office, Attn: Kevin Raymond, 123 Fifth Avenue, Kirkland, WA 98033.

Proposal Submittal Instructions

Proposals must be received by no later than **3:00 pm PDT on May 1, 2017**.

We prefer that proposals be submitted by email. Emailed proposals should include “Proposal-Job #15-17-CAO” in the subject line and be addressed to: purchasing@kirklandwa.gov. (Emailed proposals must be in MS Word or PDF format and cannot exceed 20MB).

As an alternate to email, proposals can be mailed or delivered to:

City of Kirkland
Attn: Greg Piland – Job #15-17-CAO

123 5th Avenue
Kirkland, WA 98033

If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope, Prosecution Services RFP. The proposer's name and address must be clearly indicated on the envelope.



PROFESSIONAL SERVICES AGREEMENT FOR PROSECUTION SERVICES

The City of Kirkland, Washington, a municipal corporation (the "City") and _____ the address for which is _____, WA _____ (the "Law Firm"), agree as follows:

I. LEGAL SERVICES

- A. The Law Firm shall perform the duties of the office of City Prosecutor for the City. The Law Firm shall take all actions to fulfill the obligations of the City for prosecution as established by state law or City ordinances.
- B. All services, and all duties shall be conducted and performed diligently, completely, and in accordance with the highest legal and ethical standards.

II. COMPENSATION

- A. The Law Firm shall be compensated for services provided to the City at the fee of \$_____ which includes all administrative costs associated with prosecution services except postage.
- B. The Law Firm's services under Section IIA. includes: review of cases for decision as to filing of criminal charges, with input from the Kirkland Police Department; providing discovery; managing cases; representing the City at arraignments, pretrial hearings, readiness hearings, motions, bench and jury trials, sentencing and review hearings; representing the City in appeals under the Rules of Appeal of Decisions of Courts of Limited Jurisdiction (RALJ); representing the City in forfeiture actions and at tow hearings; preparing and presenting legal memoranda, subpoenas, jury instructions, and other related materials; making appropriate sentencing recommendations to the Court; advising the Kirkland Police Department on the conduct of investigations, trial preparation, seizures and related matters; providing legal research, regular training, and assistance to the Kirkland Police Department in criminal matters, including statutory interpretation, enforcement issues, and case decisions; interviewing witnesses and victims of crimes; advising victims regarding their rights and responsibilities; assisting the City Attorney with legal and policy issues periodically; creating and maintaining appropriate files; and performing other related duties as required.
- C. For all appeals in King County Superior Court, the State Court of Appeals and the State Supreme Court, Contractor shall bill the City \$_____.

- D. The Law Firm will issue subpoenas for prosecution witnesses and will use its best efforts to call-off witnesses when their testimony is no longer necessary.
- E. If the Municipal Court Judge appoints "conflict counsel" (That is, attorneys to serve as City Prosecutor in the absence of the Law Firm) to perform services that are within the scope of this Agreement, then the City will be responsible to pay that appointed conflict counsel for such services, including costs; provided, however, that the Law Firm's compensation shall be adjusted accordingly.
- F. The Law Firm shall be paid monthly within forty five (45) days after the City receives the Law Firm's bill unless some portion thereof is in dispute.

III. TERM

- A. The term of this Agreement is for a period of _____, commencing on July 1, 2017, and concluding on _____. This Agreement may be renewed for one additional year at the option of the City and provided notice of the exercise of such option is delivered to the Law Firm, unless either party notifies the other of its intent to not renew the Agreement at least 30 days before the end of the second year.
- B. Either party may terminate this Agreement at any time, with or without cause, by giving sixty (60) days' notice to the other in writing. In the event of termination, the Law Firm shall be entitled to compensation under the terms of this Agreement to the extent of the actual, satisfactory work performed prior to the date of termination.

IV. GENERAL ADMINISTRATION AND MANAGEMENT

- A. The City Attorney, or designee, shall review and approve the monthly compensation for the Law Firm. The Law Firm will report to the City Attorney, or designee, regarding performance of services under this Agreement. _____ will serve as the City's primary contact person for administrative matters. The Law Firm shall coordinate communications between the Kirkland Police Department and the Kirkland Municipal Court regarding prosecution procedures.
- B. On or about the 10th day of each month, the Law Firm will present to the City Attorney an invoice.
- C. The parties agree that _____ will serve as the primary City Prosecutor for the City. _____ will maintain office hours to prepare cases, communicate with victims and witnesses, and be available for Kirkland Police Department consultation 24 hours per day, seven days per week. The City understands that exceptions to this subsection of the Agreement will be

necessary from time to time, to provide coverage during illness or vacation. If the substitution of an attorney(s), as City Prosecutor, is anticipated to be needed for more than two consecutive days, then the Law Firm will notify the City Attorney's Office.

- D. The Law Firm should have contact with Kirkland Police Department command staff at least quarterly. When a case involves an offense which the Kirkland Police Department has indicated to the Law Firm is of particular sensitivity, the Law Firm should, if possible, contact the Kirkland Police Department before any unusual disposition of the case is presented in court. In any event, the Law Firm shall advise the Kirkland Police Department of such disposition as soon as possible after its presentation in court.
- E. _____ will take the lead in domestic violence cases. This will include the initial case review, making plea recommendations, and handling the monthly domestic violence review calendars. The Law Firm should have regular contact with the Kirkland Police Department Family Violence Unit, particularly for discussion of upcoming cases. The Law Firm should, if possible, seek the input of the Family Violence Unit before any unusual disposition of a case is proposed in court.

V. PROFESSIONAL REQUIREMENTS

- A. The attorneys of the Law Firm shall be licensed to practice law before the courts of record for the State of Washington. The Law Firm must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association of any of its attorneys.
- B. The Law Firm will keep current on legal issues and legislation relevant to prosecution. The Law Firm will attend continuing legal education programs emphasizing matters relevant to prosecution, specifically including domestic violence issues.
- C. The Law Firm will retain criminal case files for three (3) years following final disposition. The Law Firm may elect to turn over such files to the City Clerk for the City in lieu of retention of the files by the Law Firm.
- D. In view of the special relationship between Law Firm and the City under this Agreement, the Law Firm agrees not to participate as a lawyer in any case adverse to the City or the Kirkland Police Department, nor appear as a defense attorney in the Kirkland Municipal Court for two (2) years after the expiration or termination of this Agreement. In addition, each attorney of the Law Firm who represents the City as a prosecutor by performing any act involving the exercise of prosecutorial discretion or by appearing in court on a City criminal case (other than solely for an arraignment), will also agree to the provisions of this

subsection. The Law Firm will have any attorney affected by this subsection indicate their agreement to this provision by executing a counterpart copy of Attachment 1 and forwarding the original of said Attachment 1 to the City Attorney's Office, before said attorney performs services for the City, or as soon thereafter as is reasonably possible.

VI. PROSECUTOR INDEPENDENCE

The City Prosecutor represents the City in the prosecution of all misdemeanor violations of state law and the Kirkland Municipal Code. The City Prosecutor is an independent officer in the making of charging decisions and in determining how to present a case for trial. The Prosecutor has a key role in recommending sentencing for defendants. The City Prosecutor must maintain a close, but independent, working relationship with the police, court personnel, human service providers, and defense counsel. Nothing herein shall be deemed to limit the discretion vested in the Prosecutor or the immunity for such as may be allowed by law.

VII. OWNERSHIP OF WORK PRODUCT

- A. All information, records, files, and court documents produced under this Agreement shall belong to the City; provided that the Law Firm may retain for future use and utilization, work product of the Law Firm and the results of the Law Firm's legal research, such as copies of legal briefs and results of legal research.
- B. Methodology, materials, software, logic and systems developed under this Agreement are the property of the Law Firm and City, and may be used as either the Law Firm or City see fit, including the right to revise or publish the same without limitation; provided that the Law Firm shall be restricted in reuse by City's attorney-client privileges.

VIII. SUCCESSORS AND ASSIGNS

The Law Firm shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

IX. NONDISCRIMINATION

The Law Firm shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or subsequently amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to

discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

The City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

X. HOLD HARMLESS/INDEMNIFICATION

The Law Firm shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

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 Law Firm and the City, its officers, officials, employees, and volunteers, the Law Firm's liability shall be only to the extent of the Law Firm's negligence. It is further specifically and expressly understood that the indemnification provided in this section constitutes the Law Firm'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.

XI. LIABILITY INSURANCE COVERAGE

The Law Firm 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 by the Law Firm or its employees. The Law Firm's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Law Firm 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

The Law Firm shall obtain insurance of the types described below:

1. Automobile Liability insurance covering 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 insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Law Firm's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Law Firm's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. Other Insurance Provisions

The Law Firm's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Law Firm'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

The Law Firm 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 Law Firm before commencement of the work.

E. Notice of Cancellation

The Law Firm shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. Failure to Maintain Insurance

Failure on the part of the Law Firm to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Law Firm to correct the breach, immediately terminate the contract at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the city, offset against funds due the Law Firm from the City.

XII. COMPLIANCE WITH LAWS

The Law Firm shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.

XIII. FUTURE SUPPORT

City makes no commitment and assumes no obligations for the support of the Law Firm activities except as set forth in this Agreement.

XIV. INDEPENDENT CONTRACTOR

- A. The Law Firm shall serve as the City Prosecutor for the City and shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and not an employee of the City. The Law Firm agrees that it is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records and all other requirements and obligations imposed on it as a result of its status as an independent contractor. The Law Firm is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or

otherwise assuming the duties of an employer with respect to the Law Firm or any employee of the Law Firm.

- B. The Law Firm, at its sole expense shall obtain and keep in force any and all necessary licenses, permits, and tax certificates.
- C. The Law Firm shall obtain a business license under Kirkland Municipal Code Ch. 7.02.

XV. CONFLICT OF INTEREST

The Law Firm agrees not to perform professional services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys may exist.

XVI. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

The parties nonetheless agree to negotiate a fee adjustment in good faith in the event that a material increase in the Law Firm’s level of service is requested by the City, or results from practices or policies outside of the Law Firm’s reasonable control.

XVII. NOTICE

Notice given pursuant to this Agreement shall be given in writing by directing it to: City Attorney, 123 Fifth Avenue, Kirkland, Washington 98033, or to the Law Firm at _____, or at such other address as the Law Firm may request.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

THE LAW FIRM:

CITY OF KIRKLAND:

By: _____

By: _____
Kurt Triplett, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Kirkland City Attorney

Date: _____

Date: _____

**ACKNOWLEDGEMENT OF SPECIAL RELATIONSHIP TO
THE CITY OF KIRKLAND**

I, the undersigned attorney, acknowledge my special relationship as a prosecutor with the City of Kirkland and agree not to participate as a lawyer in any case adverse to the City of Kirkland or the Kirkland Police Department nor to appear as a defense attorney in the Kirkland Municipal Court for two years after I last serve as a prosecutor for the City of Kirkland and exercise prosecutorial discretion or appear in court on a City of Kirkland criminal case, other than solely for an arraignment.

Under penalty of perjury under the laws of the State of Washington, I swear that the above is true and correct.

Executed this ____ day of _____, 20__ at _____, Washington.

Print Name: _____