



# **City of Kirkland**

## **Request for Proposal**

### **Public Defender Services**

#### **Job # 27-25-CMO**

**Issue Date:** September 26, 2025  
**Due Date:** October 27, 2025 – 4:00 p.m. (Pacific Time)

## REQUEST FOR PROPOSALS

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

### **Public Defender Services Job # 27-25-CMO**

File with Purchasing Agent, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033

Proposals received **after 4:00 p.m. PDT on October 27, 2025 will not be considered.**

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

The City 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. In addition, this 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 the proposer is selected as the apparently successful Service Provider is not acceptable, and in 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 its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, any 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 26<sup>th</sup> day of September, 2025**

Jay Gewin  
Purchasing Agent  
City of Kirkland

**Published in the Daily Journal of Commerce – September 26 and October 3, 2025.**

## **City Profile**

Kirkland is located on the eastern shore of Lake Washington. Since its incorporation, Kirkland has grown in geographic size to eighteen square miles. The current estimated population is 97,850.

The City operates under a Council-Manager form of government governed by an elected seven member Council. Kirkland aspires to be a safe, welcoming, and inclusive city where every person feels they belong. The City is committed to public safety and justice, as well as the principles of equity, inclusion, diversity, and belonging for its employees and its contractors, as well as in its provision of services to the Kirkland community, including through its municipal court, prosecutors, public defenders, and police department.

The [2025-2026 City Council Goals](#) include “Inclusive and Equitable Community,” which is an overarching City equity goal. The City expects the Public Defender to understand how implicit bias, structural racism, and inequity issues have influenced the practice of law and our court systems over time and how such issues can be proactively addressed and overcome through intentional efforts.

The City Council has adopted an initial five-year roadmap for diversity, equity, inclusion, and belonging. It is organized around six goal areas:

- |   |                                     |
|---|-------------------------------------|
| 1) Leadership, Operations, and Services | 4) Community Partnerships           |
| 2) Plans, Policies, and Budgets         | 5) Communications and Education     |
| 3) Workplace and Workforce              | 6) Facility and System Improvements |

The five-year roadmap can be found here:

[https://www.kirklandwa.gov/files/sharedassets/public/v/1/city-managers-office/roadmap-as-adopted\\_1.pdf](https://www.kirklandwa.gov/files/sharedassets/public/v/1/city-managers-office/roadmap-as-adopted_1.pdf)

## **Scope of Work**

The City is requesting proposals from law firms interested in providing public defender services on a contractual basis. The Public Defender will provide legal representation for all indigent defendants charged with a criminal violation who qualify for appointed counsel. Proposals are requested for the period beginning January 1, 2026. The City presently contracts with outside counsel for public defender services. Upon completion of the RFP process, the City anticipates execution of a three-year contract for public defender services, together with the possibility of up to two (2) additional one-year term extensions at the option of the City.

## **The Municipal Court**

The Kirkland Municipal Court (Court) began operating in 1995. Kirkland at present also provides municipal court services in its Court to the nearby cities of Medina, Clyde Hill, Yarrow Point, Hunts Point, and Woodinville. However, this request for proposals does not include public defender services for those other cities. The following table shows the total number of criminal cases filed in the Court and appointed a Public Defender from 2017 through June 2025 for just the City of Kirkland:

<b>Year</b>	<b>Criminal Non-Traffic</b>	<b>Criminal Traffic (including DUI)</b>
2017	574	640
2018	606	718
2019	559	758
2020	437	356
2021	529	487
2022	471	277
2023	554	394
2024	730	594
2025 June	436	389

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

Beginning with the onset of the COVID-19 pandemic in early 2020, Court operating hours varied and many Court matters were handled virtually. While the Court has generally returned to normal hours and operations, the Kirkland Public Defender must be able to perform flexibly in accordance with the needs of the Court, including through hearings and other proceedings that may be conducted virtually.

## **Services Requested/Qualifications**

Required public defender services include appearance at Kirkland Municipal Court for all criminal case calendars for both courtrooms, unless excused by the Court. The Public Defender provides discovery, manages cases, and issues subpoenas. The Public Defender participates actively in weekly Community Court calendars. Public defender services also include representing indigent criminal defendants in appeals under the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ).

- **General Description** - All indigent defendants charged with a criminal violation(s) who qualify for appointed counsel are referred to the Public Defender. The Public Defender will provide legal representation for each of these defendants from court appointment or screening through trial, sentencing, post-conviction review, and any appeals to the Superior Court or Washington Court of Appeals. Whenever the Public Defender is counsel of record for an individual who is jailed on a City matter, the Public Defender shall be available to appear in Court before such individual has been in custody for 24 hours; except that, this does not require the Public Defender to be available to appear in Court on Saturdays, Sundays, or City holidays. The Public Defender may withdraw upon completion of the case as allowed by the Rules of Professional Conduct.

- **Screening** - Determination of indigency for eligibility for public defender services will be determined by a screening process established by the Court. The Court will be responsible for the costs of and handling the screening process. Should the Public Defender determine a defendant is not eligible for assigned counsel, the Public Defender will advise the Court and move to withdraw from the case, subject to the Public Defender's professional duties under the Rules of Professional Conduct.
- **24-Hour Telephone Access** - The Public Defender shall provide to the Kirkland Police Department the telephone number or numbers at which the Public Defender can be reached for "critical stage" advice to defendants during the course of police investigations and/or arrest 24 hours each day.
- **Monthly Reporting** – The Public Defender will file monthly reports with the City indicating the following information for the prior month: the total number of cases assigned to Contractor; the number of cases assigned to each attorney under the Contract, with a year-to-date total included; the number of private cases, if any, the attorneys assigned under the Contract have handled; and the percentage of time spent on non-criminal cases by each attorney assigned under the Contract.
- **Quarterly Reporting** - Each quarter the Public Defender will review the number of cases assigned. Quarterly, or whenever reasonably requested in writing by the City, Contractor will provide the City with a report delineating each client who has been appointed to the Contractor for representation, in a format mutually agreed to by the parties. The format should not include work product or attorney/client privileged information. The report is due on or before the 30th day after the end of each quarter as to clients represented in the previous quarter. The report shall designate whether any client was "conflicted" to another attorney for representation or the client hired another private attorney. The report should show the following aspects of Contractor's representation for all cases in which services were rendered during the prior quarter and the case was closed or resolved with conditions or sentence imposed in the prior quarter:
  - i. Defendant's name
  - ii. Cause number(s)
  - iii. Criminal charge(s) filed and the date of filing
  - iv. Disposition of each charge
  - v. Whether charges were reduced as a result of negotiation with the prosecutor, and the amended charge(s)
  - vi. Number of court hearings
  - vii. Defendant's jail custody status prior to sentencing
  - viii. Bench trial, jury trial, plea, or dismissal
  - ix. Attorney(s) name(s)
  - x. Date of appointment
  - xi. Date of initial contact with client and an explanation if the contact did not occur within 72 hours
  - xii. Date case closed
  - xiii. Whether an appeal was filed

- **Community Court** – The Public Defender will review cases for recommendations related to possible referral to Community Court and participate weekly on the Community Court calendars and all associated activities (including Community Court case review, communications with prosecutors regarding Community Court eligibility, and in-court calendar case dispositions). The Public Defender shall attend Court-initiated meetings to review, revise or enhance operating performance of Community Court.
- **Associated Counsel** – The Public Defender may employ associated counsel to assist at the Public Defender's expense. The Public Defender and all associated counsel shall be licensed to practice law before the courts of record for the State of Washington. The Public Defender will be responsible for overseeing and approving services performed by other attorneys. The Public Defender must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association. No legal interns shall be used unless agreed to in advance by the City.

**Public Defense Standards** –All public defense services will be provided in accordance with the [standards](#) adopted by the Washington State Supreme Court through its rules for Indigent Defense Standards Order No. 25700-A-1004, Section 10.101.30 of the Revised Code of Washington, and the standards adopted by the Kirkland City Council with the passage of [Resolution R-4949](#) (together "Standards"), as the same exist or are hereafter amended and whichever is more restrictive.

The Court currently holds the following calendars at which the attendance of the Public Defender is required:

	Mon	Tue	Wed	Thu	Fri
WEEK 1	8:45,9:45,10:30 PTR 1:00 Jail 1:30 BW walk-in	8:45,9:45,10:30 ARR 1:00 Jail 2:00 MOT/BT/SEN	8:45,9:45,10:30 PTR (WDV) 1:00 Jail 2:00 MOT/BT/SEN ----- 1:00 Community Court	8:45 Probation REV 9:45 Non-Probation REV 1:00 Jail ----- 8:45,9:45,10:30 OTH Interp.	8:45 Contested (PA) 9:45 Accident (PA) 10:30 Jail
WEEK 2	8:45,9:45,10:30 PTR (WDV) 1:00 Jail 1:30 BW walk-in 1:45 Bond	8:45,9:45,10:30 ARR 1:00 Jail 2:00 MOT/BT/SEN	8:45,9:45,10:30 Readiness 1:00 Jail 2:00 Non-Probation REV ----- 1:00 Community Court	8:45 Probation REV 9:45 Non-Probation REV 1:00 Jail ----- 8:45,9:45,10:30 SPN Interp.	8:45 Contested (PA) 9:45 Accident (PA) 10:30 Jail
WEEK 3	9:00 Jury Trial 1:00 Jail 1:30 BW walk-in ----- 9:00 Jury Trial	8:45,9:45,10:30 ARR 1:00 Jail 2:00 MOT/BT/SEN ----- 9:00 Jury Trial	9:00 Jury Trial 1:00 Jail 2:00 Non-Probation REV ----- 1:00 Community Court	9:00 Jury Trial 1:00 Jail ----- 9:00 Jury Trial	8:45 Non- Probation Rev 9:30 EXP BW 10:30 Jail ----- 9:00 Jury Trial
WEEK 4	8:45,9:45,10:30 PTR 1:00 Jail 1:30 BW walk-in	8:45,9:45,10:30 ARR 1:00 Jail 2:00 MOT/BT/SEN	8:45,9:45,10:30 PTR 1:00 Jail 2:00 Non Prob REV	8:45,9:45 INTERP CAL 8:45 Probation REV 9:45 Non-Probation REV 1:00 Jail	8:45 Contested (PA) 9:45 Accident (PA) 10:30 Jail

*This schedule is subject to change.*

*Legend:*

PTR = Pretrial MOT = Motion  
BT = Bench Trial  
SEN = Sentencing

REV = Reviews

BW = Bench Warrant

ARR = Arraignment

INTERP CAL = Interpreter Calendar

---- (dotted line) = 2 Courtrooms scheduled

All Respondents must designate an attorney who will be accountable for contract performance. Respondents must also identify one primary and secondary attorney as the City Public Defender. These lawyers must be available to appear at the Kirkland Municipal Court on an ongoing basis for courtroom(s) coverage. The City Public Defender must have prior work experience in criminal law. At least one year's criminal trial experience 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 public defense cases so that they are fully prepared to provide public defender services in the event of an unanticipated absence. The Public Defender must ensure that availability of attorneys and support staff is consistent with efficient delivery of public defender services, including coverage for regular vacations. The contractor needs to be able to involve more than one attorney in the delivery of public defender services if efficient case management so requires.

The Public Defender must be responsive to the Court, Police Department, the Prosecutor, and witnesses. For example, the City expects phone calls to the Public Defender to be returned in a timely manner. The City anticipates that a caller would get a response from someone who is familiar with pending deadlines and legal issues in the case by the end of the next business day.

### **Compensation**

The City presently pays \$19,500 per month for its public defender services, for the first 60 new cases assigned each month (720 per year), with additional cases beyond that threshold but under 70 per month billed at \$350 per case, and a threshold above 70 per month billed at \$400 per case. Cases appealed to the Superior Court are billed at \$1,000 per case. In addition, Community Court is now considered ongoing and proposers therefore should assume weekly Community Court calendars in their proposals. Community Court caseload numbers are included in the aforementioned caseload numbers and are not additive. As the City explores weighting cases, the criteria used to count cases is subject to change, but the City anticipates the total estimated body of work, resources, and time commitment to remain consistent with the case counts referenced above.

### **Contract Term**

The City is wishing to execute a contract for a period of three-years, commencing January 1, 2026, with an option to extend upon mutual agreement for another two years beyond the original three years.

Should the City select a new provider of public defender services than is currently contracted with, the City would request the term of the contract to commence December 1, 2025, to allow for a one-month period of transitioning cases. Applicants should include a cost proposal for the transition period for the City's consideration not to exceed a monthly rate equivalent to the estimated monthly case count in the Compensation section above.

## **Requirements of the Proposal**

Please include the following in presenting your proposal:

- **Experience** - summarize experience relevant to public defender services. Identify the attorney who would be the City Public Defender, and the attorney designated for contact on administrative matters, if different. Include resumes of all attorneys who will provide public defender services.
- **Method of Service Provision** - Describe method of service delivery, philosophical approach, and what distinguishes you with respect to providing public defender services. Please specifically address the City's safe, welcoming, inclusive, and belonging aspirations and its commitments to diversity, equity, inclusion, and belonging (as described in the City Profile) in the provision of all services under the contract.
- **Weighting Case System Proposal** - To support the implementation of the Washington State Supreme Court's phased-approach to caseload caps, either:
  - Propose a case weighting system that assigns relative weights to case types such as: gross misdemeanors, misdemeanors, probation violations, and contested infractions. Weights should be based on the expected complexity and resources required for each case type. The proposal should also describe the methodology used to assign specific weights to each case type. The contractor must be willing to collaborate with the City to modify any proposed weighting system.
  - Propose how you would work with the City to develop a case weighting system methodology. Through this option, the respondent would work collaboratively with the City to develop policies and procedures specifying how the weighting method works for each type of case.
- **Proposed Fee Structure** - Identify your proposal regarding compensation, describing any expenses that would be charged to the City. For example, identify whether you would charge for travel time or mileage to the KMC or to Kirkland City Hall. Respondents should provide a fee structure that anticipates weighted case credits totaling the resources, time, and commitment required to effectively manage roughly 60 cases per month (720 per year), but can also propose an alternate fee structure for consideration by the City. The proposal should also address costs for appeals. The proposal should describe the fee structure for year one of the contract, plus how fees would change, if at all, for the possible two extensions of one year each at the option of the City.
- **Statement of Contract Compliance** - Discuss how your insurance meets the City's requirement to provide comprehensive commercial general liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate; professional liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit; and automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.



- **References** - Identify three professional references who can attest to your experience and capabilities as they relate to services requested. The references must include contact name, address, email 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 of the requirements in this request for proposals.

### **Proposal Submittal Instructions and Questions**

Please note: The following general requirements are mandatory for all proposals. Proposals submitted after the deadline or lacking one or more of the following requirements will not be accepted.

1. **Proposals must be received by 4:00 p.m. PDT on October 27, 2025.**
2. **The City requires submittals to be sent via e-mail.** Email responses must be addressed to [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov) and include in the subject line, "City of Kirkland Public Defender Services – Job # 27-25-CMO",
3. All proposals sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
4. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principal place of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person.
5. To be evaluated, a proposal must address all requirements and instructions contained herein.
6. Provide all references and materials required by the RFP instructions within.

**Questions:** Written questions regarding this request for proposals should be submitted by **October 10, 2025** and directed to the Purchasing Agent by email to [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov), 123 Fifth Avenue, Kirkland, WA 98033.

### **Process Schedule**

The City will attempt to follow this timetable, which should result in the full implementation of a contract effective January 1, 2026.

<b>Issue RFP</b>	<b>September 26, 2025</b>
<b>Deadline for questions</b>	<b>October 10, 2025</b>
<b>Responses to questions</b>	<b>October 17, 2025</b>
<b>Deadline for submittal of proposals</b>	<b>October 27, 2025</b>
<b>Interviews (if needed) Week of</b>	<b>November 3, 2025</b>
<b>Selection of successful proposal</b>	<b>November 12, 2025</b>
<b>Agreement for services signed</b>	<b>November 19, 2025</b>
<b>Implementation of services</b>	<b>January 1, 2026*</b>

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

*\* Please see the one-month transition period provision under “Contract Term.”  
Implementation of services may begin as early as December 1, 2025.*

### **Evaluation Procedures**

Staff will evaluate the submitted proposals. The evaluators will consider how well the proposer’s proposed methodology and deliverables, weighting case system, philosophy, and pricing 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, philosophy, price, and other evaluation factors.

### **Selection Criteria**

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

Completeness of proposal	0-10
References	0-10
Weighting Case System Proposal	0-10
Philosophy and demonstrable commitment to City policy goals	0-15
Individual attorney’s or law firm’s experience and of assigned personnel	0-15
Demonstrated ability to provide requested services	0-20
Proposed compensation and contract terms	0-20
<b>TOTAL</b>	<b>100</b>

### **Selection Process**

The City may choose to select a short list of respondents for interview by a committee in September. The selected Service Provider must be prepared to provide services no later than January 1, 2026, and potentially as early as December 1, 2025. Selection of a Service Provider to serve as Public Defender 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 and based on the selection criteria.

### **Contract**

The contract shall consist of the following documents: A Professional Services Agreement for Public Defender Services, this RFP, an accepted proposal, and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and subject to change, but in the event of a conflict the Professional Services Agreement (Exhibit A) shall control.

### **Terms and Conditions**

- A. The City reserves the right to reject any or all proposals, and to waive minor irregularities in any proposal.
- B. Proposers responding to this RFP must follow the procedures and requirements

stated in the RFP document. Adherence to the procedures and requirements of this RFP will help ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.

- C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- D. The City reserves the right to award any contract to the next most qualified period if agreement on terms cannot be reached within a reasonable time in the judgment of the City.
- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City, whichever occurs first.
- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office. Proposals should include any objections to the attached draft contract in Exhibit A.
- G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting, or presenting its response to the RFP.
- H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- I. The City reserves the right not to award any portion of the proposed contract if it finds that none of the proposals submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFP to the selected proposer.

### **Public Disclosure**

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined chapter 42.56 RCW, the Washington Public Records Act (PRA). Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as such. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. In the event of a PRA request for information identified by a proposer as confidential or proprietary, the City will exercise best efforts to provide the proposer with an adequate opportunity to seek a court order preventing disclosure.

However, the City will consider but not be bound by a proposer's request for exemption from disclosure.

### **DBE Participation**

The City encourages DBE firms to submit qualifications and encourages all firms to team with DBE firms in their pursuit of this project.

### **Federal Debarment**

The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database ( [www.sam.gov](http://www.sam.gov) ).



# PUBLIC DEFENSE CONTRACT

This agreement ("Contact") is entered into by and between the **City of Kirkland**, a Washington municipal corporation, ("City,") and \_\_\_\_\_ ("Contractor"), whose address is \_\_\_\_\_, in consideration of the mutual benefits and conditions set forth below.

1. Scope of Services.

- A. *In General.* Contractor will provide indigent defense services, including managing assigned cases, issuing subpoenas, and timely delivery of services and representation. Legal services shall be statutorily and constitutionally based. Required public defender services include punctual appearance at Kirkland Municipal Court for all criminal case calendars in both courtrooms based on the schedule determined by the Court, unless excused by the Court, which include standby representation to all in-custody defendants as well as general advice to defendants at out-of-custody arraignments. A copy of the current court calendar at which the attendance of the Contractor is required is attached as Attachment A, but the court's calendar schedule is subject to change at the discretion of the Kirkland Municipal Court. The Contractor must participate actively in weekly Community Court calendars. Contractor services also include representing indigent criminal defendants in appeals under the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ). Contractor is expected to arrive to all Kirkland Municipal Court calendars on time and appropriately prepared.
- B. *Representation.* All indigent criminal defendants charged under ordinances of the City who qualify for appointed counsel shall be referred to the Contractor. The Contractor shall accept all case assignments, except for cases in which there is a conflict of interest or other related issue that would prevent the Contractor from accepting assignment of the case. Contractor shall provide timely, adequate legal representation for each of these defendants from the time of screening for eligibility through trial, sentencing, post-trial appearances, and appeals to the Superior Court, if necessary. The Contractor shall establish an attorney/client relationship with the indigent client, and the Contractor shall determine what services to provide to the client in order to ensure adequate representation. To provide unrepresented defendants an opportunity to confer with defense counsel at critical stage first appearances, Contractor will provide provisional counsel criminal defense services at arraignments and bail hearings, as necessary and when appointed by the Kirkland Municipal Court. Contractor will be available to talk and/or meet with clients, including when clients are in custody at the Kirkland Jail, King County Jail, SCORE Jail, or other facility within thirty (30) miles of the city of Kirkland. Contractor will also be available to talk and/or meet with persons in need of "critical stage advice" during the course of police investigations and/or arrest.
- C. *Staffing.* Contractor will provide adequate attorney representation that will accommodate an efficient administration, that may include additional staff for interpreter calendars, large calendars, and in person hearings. Additional attorneys may also be necessary to provide sufficient coverage during jury trial weeks. Jury

trials, motions, readiness, arraignments, and hearings with testimony will be required to held in-person, unless otherwise deemed unnecessary by the Court.

- D. *Stakeholder Meetings.* At least monthly for the first four months after a potential transition period of this Contract (January-April 2026), the City will convene a meeting of interested stakeholders, including but not limited to the Contractor, the prosecuting attorney, and Kirkland Municipal Court representatives, to evaluate the transition in public defense services. In the event inefficiencies are identified, the parties will consider alternatives, such as the possibility of Contractor staffing the Kirkland Municipal Court with additional attorneys or potential court calendar modifications. The City may convene other meetings of interested stakeholders to review and discuss issues concerning all stakeholders, such as scheduling, safety, or timeliness. Contractor will participate in stakeholder meetings.
- E. *Technology.* As necessary and appropriate, Contractor shall use and be familiar with Zoom and "OCourt," or similar applications or programs designated by the Kirkland Municipal Court. OCourt's uses include but are not limited to scheduling, uploading court forms, and document management.
- F. *Accessibility.* Contractor shall maintain an office within the city of Kirkland, which can be the office space available at the Kirkland Municipal Court dedicated to public defense counsel. Contractor shall accept all collect calls and any jail calls from Kirkland Jail, King County Jail, SCORE Jail, or other jail where Contractor is aware that a known client charged in a Kirkland matter is being held. The costs of any such calls are incorporated into the per case compensation under this Agreement. Contractor shall provide the Kirkland Police Department the telephone number or numbers at which an attorney may be reached twenty-four (24) hours each day for "critical stage" advice to defendants during the course of police investigations and/or arrest.
- G. *Client Records.* The Contractor shall ensure that all attorneys, paraprofessional staff, and supervisors shall maintain contemporaneous records of all legal services provided on a specific case. The records shall provide a factual description of the work done and shall be sufficiently detailed to allow appropriate monitoring by the City of legal service activity, including timeliness, subject to any ethical obligations of the Contractor.
- H. *General Practice Standards.*
  - i. Whenever Contractor is counsel of record for an individual who is jailed on a City matter, Contractor shall be available to appear in court before such individual has been in custody for 24 hours; except that, this provision does not require the Contractor to be available to appear in court on Saturdays, Sundays, or State-observed holidays. Contractor may withdraw upon completion of the case or the Contract as allowed by the Rules of Professional Conduct.
  - ii. Contractor, at the earliest possible time following appointment (within three days if the defendant is in custody, and no less than 24 hours prior to a client's scheduled hearing), shall review with each assigned defendant the

elements of the offense, the presumption of innocence, the prosecutor's burden to prove each element beyond a reasonable doubt, the right to a jury trial, the right to a speedy trial, the right to present a defense, the maximum penalties, any mandatory minimum penalties, that it is solely the client's decision to enter a plea of guilty or proceed to trial, and any other witness or investigative issues.

- iii. Contractor, at the initial meeting, shall also assess each client's ability to understand English and need for an interpreter; each client's competency; each client's literacy, and each client's citizenship and/or immigration issues. Additionally, Contractor shall provide clients with contact information for the Contractor and will check for conflicts.
  - iv. Contractor will counsel clients with regard to their rights to appellate review and file any necessary notice for appellate review when requested by a client.
- I. *Conflicts.* Contractor shall employ a system of proper review to avoid conflict cases and shall review all cases prior to the scheduled court date. Contractor reserves the right to decline to advise or represent any client on the basis of actual legal, ethical, or professional conflict of interest. The Contractor shall be responsible for checking for conflicts and identifying if a conflict exists. The Contractor shall have a written policy that explains how they define conflict cases, which policy must be provided to the City within ten days of execution of this Contract and any revised versions must be provided to the City at least thirty days prior to implementation to allow the City the opportunity to decline changes to the policy. The Contractor shall perform a conflicts check before any substantial work is done on the case, and Contractor shall review all cases for conflicts prior to a first scheduled court date.
- i. In the event the representation of a defendant hereunder raises a conflict of interest such that the Contractor cannot represent the defendant, said defendant shall be referred for further assignment.
- J. *Training and Supervision.* Contractor will provide training and supervision to all attorneys and paraprofessional staff performing services under this Contract in accordance with City and Washington State Bar Association Standards. Each attorney performing services shall participate in continuing legal education (CLE) programs providing at least seven (7) hours applicable to criminal defense in a misdemeanor setting. Additional training may be required for less experienced attorneys or as a remedial measure.
- K. *Indigency Eligibility Screening.* Determination of indigency for eligibility for appointed counsel under this Contract shall be determined by a screening process established by the Court consistent with chapter 10.101 RCW, which screening process will not involve Contractor in any formal manner. However, should Contractor determine a defendant is not eligible for assigned counsel, Contractor shall withdraw from the case and so advise the Court and the City of the withdrawal and the reason therefor, subject to Contractor's professional duties under the Rules of Professional Conduct.

2. Standards for Public Defense.

- A. All public defense services will be provided in accordance with the standards adopted by the Washington State Supreme Court through its rules for Indigent Defense Standards Order No. 25700-A-1004, Section 10.101.30 of the Revised Code of Washington, and the standards adopted by the Kirkland City Council with the passage of Resolution R-4949 (together "Standards"), as the same exist or are hereafter amended and whichever is more restrictive.
- B. *Warranty.* Contractor warrants that every attorney employed by Contractor to perform services under this Contract has read and is fully familiar with the Standards. Compliance with these Standards goes to the essence of this Contract. Contractor and every attorney performing services under this Contract have knowledge of the Standards, will comply with the Standards, and shall certify compliance quarterly with the Kirkland Municipal Court.
- C. In addition to the Standards, the Contractor shall at all times comply with the Rules of Professional Conduct (RPC) and all other applicable court rules as the same exist or are hereafter amended. The Contractor shall maintain the highest standards of conduct and behavior towards the court, the prosecutors, witnesses, and all parties.

3. Community Court. The Contractor shall review cases for recommendations related to possible referral to Community Court and shall participate weekly on the Community Court calendars and all associated activities (including Community Court case review, communications with prosecutors regarding Community Court eligibility, and in-court calendar case dispositions). The Contractor shall attend Court-initiated meetings to review, revise, or enhance operating performance of Community Court.

4. Reporting and Review.

- A. **Monthly Reports:** The Contractor will file monthly reports with the City indicating the following information for the prior month: the total number of cases assigned to Contractor; the number of cases assigned to each attorney under the Contract, with a year-to-date total included; the number of private cases, if any, the attorneys assigned under the Contract have handled; and the percentage of time spent on non-criminal cases by each attorney assigned under the Contract.
- B. **Quarterly Reports:** Each quarter the Contractor will review the number of cases assigned. Quarterly, or whenever reasonably requested in writing by the City, Contractor will provide the City with a report delineating each client who has been appointed to the Contractor for representation, in a format mutually agreed to by the parties. The format should not include work product or attorney/client privileged information. The report is due on or before the 30th day after the end of each quarter as to clients represented in the previous quarter. The report should designate whether any client was "conflicted" to another attorney for representation or the client hired another private attorney. The report will show the following aspects of Contractor's representation for all cases in which services were rendered during the prior quarter and the case was closed or resolved with conditions or sentence imposed in the prior quarter:



- i. Defendant's name
- ii. Cause number(s)
- iii. Criminal charge(s) filed and the date of filing
- iv. Disposition of each charge
- v. Whether charges were reduced as a result of negotiation with the prosecutor, and the amended charge(s)
- vi. Number of court hearings
- vii. Defendant's jail custody status prior to sentencing
- viii. Bench trial, jury trial, plea, or dismissal
- ix. Attorney(s) name(s)
- x. Date of appointment
- xi. Date of initial contact with client and an explanation if the contact did not occur within 72 hours
- xii. Date case closed
- xiii. Whether an appeal was filed

C. In the event the City retains an outside individual to review Contractor performance, Contractor will coordinate by providing ten confidential file sheets assigned to each attorney providing services under this Contract during the preceding three months as to demonstrate that the assigned attorneys are in compliance with the requirements of this Contract. These records shall not disclose information to the City which would in any way compromise work product, attorney-client confidences, and/or attorney-client privilege.

5. Associated Counsel. At Contractor's expense, Contractor may employ other attorneys to assist and perform services under this Contract. Contractor and all associated counsel shall be licensed to practice law before the courts of record for the State of Washington and be a member in good standing. Contractor may delegate the authority to perform Contract services to a qualified attorney, unless City objects to services by that attorney. In any event, Contractor shall be responsible for overseeing and approving services performed by other attorneys. Contractor must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association. No legal interns or externs shall be used unless agreed to in advance by the City.

6. Term of this Contract.

A. The term of this Contract is for a period of three years, commencing on **January 1, 2026**, and will remain in effect through **December 31, 2028**, unless terminated earlier pursuant to the provisions hereof. This Contract may be renewed for up to two (2) additional one-year terms at the option of the City and provided notice of the exercise of such option is delivered to the Contractor at least 30 days before the end of the term, as same may be extended. Contractor is expected to provide a one-month

transition period in the final month of the contract if the City selects a new Public Defense firm following the term of the current contract.

- B. Provision of services pursuant to this Contract shall commence at 12:01 a.m. on January 1, 2026.
- C. No modification or amendment of the provisions of this Contract shall be effective unless in writing and signed by authorized representatives of the parties hereto.

7. Base Compensation.

- A. The City shall pay Contractor for services rendered under this Contract the sum of TBD per month for an amount of case credits equal to the time, commitment, and resources for weighted cases equal to roughly 60 new cases assigned each month. This amount includes both administrative costs (as required by section 5.2 of the Standards for Indigent Defense), salaries sufficient to maintain the caseload requirements of Standard 3 and the qualifications of attorneys Standard 14, and the costs of social worker services.
  - i. Should case credits equal such that there are more than 60 but less than 70 new cases assigned in a month, the City shall pay Contractor an additional fee, above the base fee stated above, of \$350 per case for case credits equaling over 60 cases but less than 70 cases worth of credits in a month. Should there be case credits equaling over 70 new cases assigned in a month, the City shall pay Contractor an additional fee, above the base fee stated above, of \$400 per case for case credits equaling over 70 cases in a month.
  - ii. If there is a month with an excess number of cases which is followed by a month or months in which there are less case credits than 60 cases assigned in the succeeding two months, there will be an offset that reduces the excess number of cases by the number of cases less than 60 in the succeeding month or two months. Any excess cases compensation will be invoiced only after 60 days to allow for the possibility of an offset.
- B. For cases appealed to the Superior Court, these shall be billed at \$1,000 per case plus any required costs. The City shall be responsible for the preparation of appellate transcripts as required by court rules. Cases on appeal to the Court of Appeals or higher or any writ shall be billed separately from this Contract on a case-by-case basis.
- C. As a cost-of-living adjustment, Contractor shall receive an increase in compensation annually, as of January 1 of each contract year, beginning January 1, 2027, equal to the Seattle area CPI-W, as published for the end of the preceding calendar year, rounded to the nearest whole dollar.
- D. Each party shall be entitled to adjust the fee if there is a substantial reduction or increase in the number of new cases assigned to the Contractor over any 6-month period. A substantial reduction or increase will be a 15% or higher change in caseload over any six-month period.

- E. Except as expressly provided in Section 8 and 9, the cost of all infrastructure, administrative support, and systems, as well as standard overhead services necessary to comply with established standards, is included in the base payment provided in Section 7.A above.
  - F. Either party may make a written request to re-open discussions regarding compensation, including in the event that a material increase in Contractor's level of service is requested by the City or results from practices or policies outside the parties' reasonable control. In the event that a party makes such a written request, the parties agree to engage in negotiations thereof for at least 30 days. If no agreement is reached after 30 days, then either party may give written notice of termination, to be effective no sooner than 30 days following the notice of termination.
8. Additional Costs with Preauthorization. The City shall pay or reimburse for the following expenses when reasonably incurred without advance authorization from the Kirkland Municipal Court:
- A. *Discovery.* The City shall provide to Contractor, at no cost to Contractor or the defendant, one copy of all discoverable material concerning each assigned case. Such material shall include, where relevant, a copy of the abstract of the defendant's driving record. Normally, discovery will be provided electronically to the Contractor. If the materials provided in discovery are not conducive to electronic production or if the Contractor demonstrates a need for the materials in a non-electronic format, discovery will be provided in hard copy.
  - B. *Other Records.* To the extent the materials are not provided through discovery, medical, school, birth, Department of Motor Vehicles, and other similar records, and 911 and emergency communication recordings and logs. These costs will be provided, purchased, or reimbursed up to the cost of \$75 for an individual item, unless additional funds are approved by the court.
  - C. *Lay Witness Fees.* Lay witness fees and mileage incurred in bringing defense witnesses to court. Contractor will use its best efforts to call-off witnesses when their testimony is no longer necessary.
  - D. *Copying Clients' Files.* The cost of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief, or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial.
  - E. *Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals.* The cost of making copies of direct appeal transcripts for representation in post-conviction relief cases. Contractor is limited to no more than two copies.
  - F. *Process Service.* The normal, reasonable cost for the service of a subpoena.

- G. *Interpreter Services*. The cost of interpreter's services (telephonic, virtual, or in-person) necessary for attorney/client communications, including but not limited to attorney-client meetings at Contractor's offices or at jail facilities, as necessary.
9. Additional Case Expenses Requiring Preauthorization. The City shall pay for non-routine case expenses requested by Contractor when approved in advance by order of the Kirkland Municipal Court from funds available for that purpose. Unless the services are performed by Contractor's staff or paraprofessional subcontractors (such as a translator or investigator), non-routine case expenses include, but are not limited to, the following:
- A. medical and psychiatric evaluations;
  - B. drug and alcohol or domestic violence treatment evaluations;
  - C. expert witness fees, expenses, and mileage;
  - D. interpreter's services for communications other than attorney/client communications;
  - E. polygraph, forensic, and other scientific tests;
  - F. computerized legal research not typically maintained as a part of defense counsel legal libraries or research capabilities;
  - G. extraordinary investigation expenses; and
  - H. any other non-routine expenses the Kirkland Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.
10. Books and Records. Contractor agrees to maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
11. Billing. The Contractor shall submit an itemized billing statement to the City, in a form approved by the City, on a monthly basis. Monthly invoices will include the base monthly fee plus additional applicable fees. Payment shall be made by the City on a monthly basis in accordance with the City's accounts payable procedures.
12. Case Counts.
- A. The base compensation in Section 7 above is based upon the historical case counts and anticipation that unweighted cases for the City will total 720 cases per year, averaging 180 cases per quarter. The City will be responding to case weighting system proposals, therefore case counts are subject to change based on the City's decision of transitioning to a weighting case system. Contractor shall appear at all

in-custody and arraignment calendars, and for purposes of paragraph 7.A, every six hours of in-custody and arraignment calendars shall count as one case.

- B. A case is defined as the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation. Multiple citations from the same incident will be counted as one case. Each case is counted only once, irrespective of any subsequent reappointments pursuant to a failure to appear/FTA. Cases will be counted at the time of first appointment. Cases subsequently conflicted or where a private attorney is hired will be noted on the next report and will not be counted as a Contractor case, unless any significant work was done by Contractor.
13. Refusal of Appointments. Contractor shall monitor the total number of cases handled by the Contractor pursuant to this Contract. In the event Contractor is handling an excessive number of cases such that Contractor is unable to provide each and every defendant with effective assistance of counsel, Contractor shall refuse further appointment of cases until such time as Contractor employs additional attorneys or the number of cases per attorney is reduced. Work performed pursuant to this Contract shall be Contractor's priority, and prior to refusing further appointments, Contractor shall attempt to withdraw from cases that Contractor handles that are not within the scope of this Contract and shall refuse to accept cases from clients outside of the scope of the work called for in this Contract. In the event Contractor refuses further appointment of cases under this paragraph and Contractor has not been assigned in excess of the cases included in the Base Compensation rate, the Base Compensation rate will be reduced pro rata based on the number of cases Contractor was assigned that month.
14. Work Performed at Contractor's Risk. Contractor shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the Contractor's risk, and the Contractor shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work under this Contract. Contractor shall also pay its employees all wages, salaries, and benefits required by law and provide for taxes, withholding, and all other employment-related charges, taxes, or fees in accordance with law and IRS regulations.
15. Insurance.
- A. Contractor will, at Contractor's sole expense, obtain and maintain during the life of this Contract, a policy of comprehensive general liability, automobile, and professional liability insurance. Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance.
  - B. Said insurance policies must be placed with an insurer authorized to do business in the State of Washington.
  - C. Said comprehensive general liability policy shall have limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

- D. Said automobile liability insurance covering owned and non-owned vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per occurrence.
- E. Said professional liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- F. Certificates issued by the insurance carrier(s) showing such insurance to be in force shall be filed with the City not less than ten days following signing of this Contract. Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

16. Indemnification.

- A. Contractor shall indemnify and hold harmless the City and its elected officials, officers, employees, and agents ("Indemnified Parties") from any and all claims, losses, or liability (including reasonable attorney fees and costs) whatsoever arising out of Contractor's performance of obligations pursuant to this Contract, including claims arising by reason of accident, injury, or death caused to persons or property of any kind occurring by the fault or neglect of the Contractor or its agents, associates, or employees.
- B. This paragraph shall not apply to any damage resulting from the sole negligence of the Indemnified Parties. To the extent any of the damages covered by this paragraph were caused by or resulted from the concurrent negligence of the Indemnified Parties, this obligation to indemnify, defend, and hold harmless is valid and enforceable only to the extent of the negligence of the Contractor and its officers, agents, and employees.
- C. With respect to the performance of this agreement and as to claims against the Indemnified Parties, Contractor expressly waives its immunity under Washington's Industrial Insurance Act, Title 51 of the Revised Code of Washington, for injuries to its employees, and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph 6 extends to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties.
- D. The provisions of this paragraph shall survive the expiration or termination of this Contract.

17. Complaints or Charges Against Contractor.

- A. The Contractor shall maintain client complaints received in a log as well as in the client's file and shall follow up on complaints within a reasonable time, typically three (3) court days. Copies of the complaint log shall be provided to the City on a quarterly basis or upon its request. The Contractor shall cooperate, to the full extent consistent with preservation of the attorney-client privilege, with review of unresolved complaints by the City, or its designee, including any internal or outside resource contracted with by the City to review or audit the Contractor's performance under this Contract.

- B. In the event the Contractor receives notice of a complaint made to the Washington State Bar Association against the Contractor or any attorney providing services under this contract, the Contractor shall notify the City of such complaint and provide the City a copy of the complaint within five (5) business days of receipt. The Contractor shall promptly report the results of the complaint, including any sustained disciplinary action by the Washington State Bar Association. If the complaint or any other disciplinary action results in a reprimand, suspension, or disbarment, the Contractor and/or any attorney providing services under this contract is subject to immediate termination by the City.
- C. The Contractor shall promptly report to the City a finding by a court of competent jurisdiction that the Contractor or any attorney providing services under this contract has been found to have provided ineffective assistance of counsel.
- D. In the event that the Contractor or any attorney providing services under this Contract has been accused of a crime by the filing of a criminal complaint or information in a criminal court, the Contractor shall notify the City within two (2) business days of such filing. If there is a criminal conviction, the Contractor or any attorney providing services under this Contract is subject to immediate termination.

18. Termination.

- A. *For Cause.* Either party may terminate this Contract in the event the second party fails to perform its obligations as described in this Contract and if such failure has not been corrected to the reasonable satisfaction of the first party in a timely manner after notice of breach has been provided to the second party.
- B. *For Reasons Beyond Control of Parties.* Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, acts of nature; war or warlike operations; civil commotion; riot; labor dispute, including strike, walkout, or lockout; sabotage; or superior governmental regulation or control. Notice of termination pursuant to this subsection shall be given as far in advance as is reasonable.
- C. *Without Cause.* Either party may terminate this Contract at any time without cause upon giving the non-terminating party not less than ninety (90) days' prior written notice.
- D. *Consequences of Termination.* In the event of termination of this Contract and to the extent the client can be adequately represented, all cases assigned prior to the Contract term expiration, including those which have not reached resolution, initial or otherwise, shall be transferred to the new service provider as efficiently and practicably as possible, and within the guidelines and restrictions of the Rules of Professional Conduct. Contractor's work on assigned cases in progress at the Contract expiration or termination will be compensated at one hundred-forty dollars (\$140.00) per hour for hours worked following expiration or termination until the case is completed or transferred to a new public defense attorney, whichever is

most efficient and simultaneously allows for the protection of the rights of the accused.

19. Future Support. City makes no commitment and assumes no obligations for the support of the Contractor's activities except as set forth in this Contract.\_
20. Applicable Law/Venue. This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.
21. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
22. Nondiscrimination. Contractor shall, in employment made possible or resulting from this Contract, 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 Contract in violation of any applicable law prohibiting discrimination.
23. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Contract or such other address. including e-mail address, as may be hereinafter specified in writing:

City of Kirkland  
Deputy City Manager of Operations  
123 5<sup>th</sup> Avenue.  
Kirkland, WA 98033

Contractor Name  
Contractor Address

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24. No Assignment or Subcontracts. No assignment, subcontracting, or transfer of this Contract or any interest in this Contract shall be made by either of the parties without prior written consent.
25. Entire Agreement. This Contract contains the entire agreement between the parties and may not be enlarged, modified, or altered except in writing, signed by the parties and endorsed hereon.
26. Effective Date. This Agreement shall be deemed effective on the last date signed below.

CITY OF KIRKLAND

CONTRACTOR  
CONTRACTOR NAME

By \_\_\_\_\_  
Julie Underwood

By \_\_\_\_\_

Title: Deputy City Manager of Operations

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A  
Kirkland Municipal Court  
Criminal Calendar**

	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>
WEEK 1	8:45,9:45,10:30 PTR 1:00 Jail 1:30 BW walk-in	8:45,9:45,10:30 ARR 1:00 Jail 2:00 MOT/BT/SEN	8:45,9:45,10:30 PTR (WDV) 1:00 Jail 2:00 MOT/BT/SEN ----- 1:00 Community Court	8:45 Probation REV 9:45 Non-Probation REV 1:00 Jail ----- 8:45,9:45,10:30 OTH Interp.	8:45 Contested (PA) 9:45 Accident (PA) 10:30 Jail
WEEK 2	8:45,9:45,10:30 PTR (WDV) 1:00 Jail 1:30 BW walk-in 1:45 Bond	8:45,9:45,10:30 ARR 1:00 Jail 2:00 MOT/BT/SEN	8:45,9:45,10:30 Readiness 1:00 Jail 2:00 Non-Probation REV ----- 1:00 Community Court	8:45 Probation REV 9:45 Non-Probation REV 1:00 Jail ----- 8:45,9:45,10:30 SPN Interp.	8:45 Contested (PA) 9:45 Accident (PA) 10:30 Jail
WEEK 3	9:00 Jury Trial 1:00 Jail 1:30 BW walk-in ----- 9:00 Jury Trial	8:45,9:45,10:30 ARR 1:00 Jail 2:00 MOT/BT/SEN ----- 9:00 Jury Trial	9:00 Jury Trial 1:00 Jail 2:00 Non-Probation REV ----- 1:00 Community Court	9:00 Jury Trial 1:00 Jail ----- 9:00 Jury Trial	8:45 Non- Probation Rev 9:30 EXP BW 10:30 Jail ----- 9:00 Jury Trial
WEEK 4	8:45,9:45,10:30 PTR 1:00 Jail 1:30 BW walk-in	8:45,9:45,10:30 ARR 1:00 Jail 2:00 MOT/BT/SEN	8:45,9:45,10:30 PTR 1:00 Jail 2:00 Non Prob REV	8:45,9:45 INTERP CAL 8:45 Probation REV 9:45 Non-Probation REV 1:00 Jail	8:45 Contested (PA) 9:45 Accident (PA) 10:30 Jail

**Legend:**

PTR = Pretrial

MOT = Motion

BT = Bench

Trial SEN =

Sentencing

REV = Reviews

BW = Bench Warrant ARR = Arraignment INTERP CAL = Interpreter Calendar

---- (dotted line) = 2 Courtrooms scheduled