



City of Kirkland
Request for Qualifications

Conflict Public Defender
Services

Job # 44-24-CMO

Issue Date: September 23, 2024

Due Date: October 18, 2024 at 4:00 PM (Pacific Time)

REQUEST FOR QUALIFICATIONS

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

Conflict Public Defender Services Job # 44-24-CMO

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

A copy of this Request For Qualifications (RFQ) 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 RFQ 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 RFQ does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. In addition, this RFQ 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 RFQ will only be provided if the respondent 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 23rd day of September, 2024.

Jay Gewin
Purchasing Agent
425-587-3123

Published in the Daily Journal of Commerce September 23rd and 30th, 2024

Scope of Work

The City is requesting qualifications from law firms or individual attorneys interested in providing conflict public defender services on a contractual basis. The Conflict Public Defender will provide legal representation for all indigent defendants charged with misdemeanor or gross misdemeanor crimes in the City of Kirkland Municipal Court. The City presently contracts with outside counsel for public defender services and contracts with various firms and individual attorneys for conflict cases.

Timeline

The Conflict Public Defender Attorney Pool is an open roster and qualifications may be submitted at any time until October 18, 2024 at 4:00 PM. However, the City anticipates using the roster immediately and entering into a one-year contract with an additional one-year option (with approval of both parties) with multiple firms upon completion of the request for qualifications process. To be considered for the pool for services, please submit your qualifications on or before October 18, 2024 at 4:00 PM.

The Municipal Court

The Kirkland Municipal Court (Court) began operating in 1995. Kirkland currently provides municipal court services in its Court to the nearby cities of Medina, Clyde Hill, Yarrow Point, Hunts Point, and Woodinville. This request for proposals does not include public defender services for those other cities, however, your firm may be appointed, and the invoice would be sent and paid to the respective city. The following table shows the total number of criminal cases filed in the Court from 2017 through 2023 for just the City of Kirkland:

YEAR	Criminal Non-Traffic	Criminal Traffic (includes DUI)
2017	574	640
2018	606	718
2019	559	758
2020	437	356
2021	529	487
2022	471	277
2023	554	394

The Court operates Monday through Friday from 8:30 a.m. to 4:30 p.m., with two courtrooms on certain days operating simultaneously. Additionally, the Court operates a weekly Community Court on Wednesdays. 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 it is expected that the Court will have generally returned to normal hours and operations during the period of this new contract, the Conflict Public Defender must be able to perform flexibly in accordance with the needs of the Court, including through hearings and other proceedings that may or may not be conducted virtually.

Services Requested/Qualifications

- **General Description** - All indigent defendants charged with a criminal violation(s) who qualify for appointed counsel are referred to the Public Defender. In instances where the City's contracted Public Defender has a conflict, the City will refer defendants to one of a roster of public defense firms or legal counsel. The Conflict 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. Legal representation includes case preparation, tracking, case analysis, client interviews, legal research, briefing, basic investigation, filing, court appearances, document preparation or processing, court appearances, case negotiations, and administration. Whenever the Public Defender is counsel of record for an individual who is jailed on a City matter, the Conflict Public Defender is legal counsel of record for an individual who is jailed on a City matter, the Conflict 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 Conflict Public Defender to be available to appear in Court on Saturdays, Sundays, or City holidays. The Conflict 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 performed by the Court. The Court will be responsible for the costs of and handling the screening process. Should the Conflict Public Defender determine a defendant is not eligible for assigned counsel, the Conflict Public Defender will advise the Court and move to withdraw from the case, subject to the Conflict Public Defender's professional duties under the Rules of Professional Conduct.
- **24-Hour Telephone Access** - The Conflict Public Defender shall provide to the Kirkland Police Department the telephone number or numbers at which the Conflict Public Defender can be reached for "critical stage" advice to defendants during the course of police investigations and/or arrest 24 hours each day.
- **Reporting** – The Conflict Public Defender shall file quarterly reports with the City which include each client who has been appointed to the Conflict Public Defender, the charge(s), cause number(s), disposition, bench or jury trial, and whether an appeal was filed. The report is due on or before the 30th day after the end of each quarter as to clients represented in the previous quarter.
- **Community Court** – The Conflict Public Defender shall review cases for recommendations related to possible referral to Community Court and may 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 Conflict Public Defender may attend Court-initiated meetings to review, revise or enhance operating performance of Community Court.
- **Associated Counsel** – The Conflict Public Defender may employ associated counsel to assist at the Conflict Public Defender's expense. The Conflict Public Defender and all associated counsel shall be licensed to practice law before the courts of record for the State of Washington. The Conflict Public Defender shall be responsible for overseeing and approving services performed by other attorneys. The Conflict 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 to the Washington State Supreme Court rules for Indigent Defense Standards Order No. 25700-A-1004.

The Conflict Public Defender provides discovery, manages cases, and issues subpoenas as needed. Public Defender services also include representing indigent criminal defendants in appeals under the Rules of Appeal of Decisions of Courts of Limited Jurisdictions (RALJ).

The Kirkland Municipal Court currently holds the following calendars at which the attendance of the Conflict Public Defender may be 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 ----- 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 ----- 1:00 Community Court	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 = Interpreter
 ---- (dotted line) = 2 Courtrooms scheduled

This schedule is subject to change.

All Respondents must designate an attorney who will be accountable for contract performance. The Conflict 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 the Conflict Public Defender has received so that she/he/they is fully prepared to provide public defense services in the event of an unanticipated absence. The contractor 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 conflict public defender services if efficient case management so requires.

The Conflict Public Defender must be responsive to the Court, Police Department, the Prosecutor, and witnesses. For example, the City expects phone calls to the Conflict 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 will pay a flat rate per case assigned for conflict public defender services, a flat rate for each jury trial, and flat rate for each case appealed from the Municipal Court. If, after negotiation and consideration, the City is unable to reach an acceptable contract and compensation agreement with the top-ranked firm(s), it will terminate negotiations with the top ranked firm and, at its sole discretion, may: enter into negotiations with the next highest-ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new submissions. The City may select multiple consultants to provide contract public defender services.

Incidental expenses that are reasonable, customary, and actual and that are incurred by the Contractor in performing non-routine portions of the Services, such as transcription costs and other reasonable costs, shall be compensated according to invoices; provided, however, that such costs shall be deemed reasonable in the City's sole discretion or as necessary to provide effective legal representation as ordered by the court in a reasonable amount, and shall not exceed \$2,000 per year without the City's advance approval. The City shall reimburse the Contractor for reasonable expert witness or investigator fees necessary to provide effective legal representation at a reasonable market rate where the court orders such expert or investigator to be employed upon motion of the Contractor.

Contract Requirements and Fees

If your qualifications are accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

1. Compliance with Law/City of Kirkland Business License

- Contractor must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
- The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.

2. Insurance

- Contractor’s insurance should be consistent with the requirements found in the sample agreement shown as Exhibit A.

Contract Term

The City is wishing to execute a contract for a period of one year with an additional one-year option with the mutual agreement of both City and contractor.

Requirements of the Submission

Please include the following in presenting your submission:

- **Experience** - Summarize experience relevant to public defender services. Include resumes of all attorneys who will provide conflict public defender services.
- **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.

Modifications and Clarifications

The City will not reimburse Respondents for the Request for Qualifications (RFQ) for any costs involved in the preparation and submission of qualifications, or for attendance at subsequent interviews. The City reserves the right to request any Respondent to 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 herein.

Submittal Instructions

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

1. **Qualifications must be received by Friday, October 18, 2024 at 4:00 PM.**
2. The City prefers to receive RFQs by email. Email responses must be addressed to purchasing@kirklandwa.gov and include in the subject line, “City of Kirkland Conflict Public Defender Services – Job # 44-24-CMO.”
3. All RFQs must be in MS Word or PDF format and cannot exceed 10MB. All submissions must not exceed ten (10) pages (5 double-sided sheets of paper). The front cover, the back cover, and maximum two-page cover letter may be in addition to the ten (10)-page limit.
4. All proposals must include the legal name of the organization, firm, individual or partnership submitting the qualifications. 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 RFQ instructions within.

Evaluation Criteria

Qualifications will be evaluated according to the following criteria, listed in order of importance:

1. Experience and technical competence of the firm and its personnel considering the scope of work.

2. Capacity to perform the work (including any specialized services) within the time limitations, considering the firm’s current and planned workload.
3. Past record of performance including such factors as quality of work, ability to adhere to schedules, cooperation, responsiveness, and ability to communicate with a range of participants.
4. References who can validate experience and capability.

Selection Process

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

Individual attorney’s or law firm’s experience and of assigned personnel	40%
Demonstrated ability and experience performing services	40%
<u>References</u>	<u>20%</u>
TOTAL	100%

Questions

Written questions regarding this request for proposals should be submitted by **5:00 p.m. on October 4, 2024** and directed to the Purchasing Agent via email to: purchasing@kirklandwa.gov.

Process Schedule

The City will attempt to follow this timetable, which should result in the full implementation of a contract effective November 18, 2024.

Issue RFQ	September 23, 2024
Deadline for questions	October 4, 2024 – 5:00 PM
Responses to questions	October 11, 2024
Deadline for submittal of proposals	October 18, 2024 – 4:00 PM
Interviews (if needed) Week of	October 28 2024
Selection of successful firm(s)	November 4, 2024
Agreement for services signed	November 15, 2024
Implementation of services	November 18, 2025

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

Contract

The contract shall consist of the following documents: A Professional Services Agreement for Public Defender Services, this RFQ, an accepted proposal, and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary 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 RFQ must follow the procedures and requirements stated in the RFQ document. Adherence to the procedures and requirements of this

RFQ will ensure a fair and objective analysis of your qualifications. Failure to comply with or complete any part of this RFQ may result in rejection of your qualifications.

- 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 all qualified attorneys or firms. The proposed contract with Exhibits is attached as Exhibit "A" (a.k.a., Professional Services Agreement for Conflict Public Defense Services). The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. 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 RFQ. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by the City Attorney's office.
- F. The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.
- G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFQ.
- 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 or all of the project if it finds that none of the qualifications submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFQ to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

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 RFQ, 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 Respondent shall not currently be debarred or suspended by the Federal government. The Respondent shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

Contract Requirements

The City of Kirkland uses a standard professional services agreement (PSA), which is attached for reference.

The City will select as many firms as deemed necessary to compose a roster of conflict public defenders to meet the City's needs.



Exhibit A

CONFLICT PUBLIC DEFENSE CONTRACT

THIS CONTRACT ("Contract") is entered into by and between the City of Kirkland, a municipal corporation, ("City,") and _____ ("Contractor.")

1. Scope of Services and Warranty. In cases assigned by the Kirkland Municipal Court, Contractor will provide indigent defense services related to cases as defined herein and in accordance with the standards in RCW 10.101.030 adopted by the Kirkland City Council with the passage of Resolution R-4949. Contractor warrants that every attorney employed by Contractor to perform services under this Contract has read and is fully familiar with Washington Supreme Court standards and the standards adopted by the City ("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 as needed with the Kirkland Municipal Court. Contractor shall provide legal representation for each defendant in connection with assigned cases. If 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 City holidays. Contractor may withdraw upon completion of the case or the Contract as allowed by the Rules of Professional Conduct.
 - A. Contractor, at the earliest possible time following appointment (within three days if the defendant is in custody) shall review with the 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.
 - B. Contractor, at the initial meeting, shall also assess the client's ability to understand English and need for an interpreter, competency, literacy, and citizenship and/or immigration issues. Additionally, Contractor shall provide contact information for the Contractor to the client and check for conflicts.
 - C. Contractor will provide training and supervision in accordance with City and Washington State Bar Association Standards to every attorney employed by Contractor to perform services under this Contract.
2. Applicant Screening. Determination of indecency for eligibility for appointed counsel under this Contract shall be determined by a screening process established by the City. The City shall be responsible for handling the screening process. Should Contractor determine the 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.

3. Associated Counsel. Contractor may arrange for other attorneys to perform services under this Contract at Contractor's expense. Contractor may delegate the authority to perform Contract services to an attorney who is licensed to practice law before the courts of record for the State of Washington, 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 his or her membership in good standing of the Washington State Bar Association.
4. Proof of Professional Liability Insurance. Contractor will, at Contractor's sole expense, obtain and maintain during the life of this Contract, a policy of comprehensive general liability and professional liability insurance. Said policy shall have limits of not less than One Million Dollars (\$1,000,000) per occurrence and be placed with an insurer authorized to do business in the State of Washington. Certificates issued by the insurance carrier showing such insurance to be in force shall be filed with the City not less than ten days following signing of this Contract.
5. Indemnification.
 - A. Contractor shall defend, indemnify and hold the City, its elected officials, officers and employees harmless from any and all claims, losses or liability, including attorney's fees, whatsoever arising out of Contractor's performance of obligations pursuant to this Contract, including but not limited to 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, his agents, associates or employees, or occurring without the fault or neglect of the City.
 - B. With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent any of the damages covered by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the Contractor, its officers, agents and employees.
6. Base Compensation.
 - A. The City shall pay Contractor for services rendered under this Contract the sum of \$___ per assigned case, which payment shall be made within 30 days after the date the Contractor invoices the City for the assigned case. The City shall also pay to

Contractor the flat fee of \$___ per defendant for review hearings, \$___ for jury trials and \$___ within 30 days after the date any notice of appeal has been filed if the case is appealed from the District Court and the Contractor invoices the City.

- B. Except as expressly provided in Section 7, 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 6.A. above.
 - C. For all purposes under this Contract, an assigned "case" shall mean a group of criminal charges related to a single incident filed against a defendant, from the time of screening for eligibility through trial, sentencing, post-trial appearances, appeals to the Superior Court, and any subsequent review hearings, if necessary. A "case" shall not include temporary or provisional appointments at arraignments or in-custody hearings, appointments by a court at a court hearing for that one court hearing only, and also shall not include pre-filing representation provided to a suspect who is under investigation for a violation of RCW 46.61.502 through .504.
7. Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Municipal Court from funds available for that purpose:
- A. The City shall provide to Contractor, at no cost to Contractor or the defendant, one copy of all discoverable material concerning the case. Such material shall include, where relevant, a copy of the abstract of the defendant's driving record.
 - B. Non-routine case expenses requested by Contractor and preauthorized by order of the Kirkland Municipal Court. Unless the services are performed by Contractor's staff or subcontractors, non-routine expenses include, but are not limited to:
 - i. medical and psychiatric evaluations;
 - ii. expert witness fees and expenses;
 - iii. interpreters for languages not commonly spoken in the City or interpreter services other than attorney/client communication utilizing CTS Language Link unless otherwise approved;
 - iv. polygraph, forensic and other scientific tests;
 - v. computerized legal research;
 - vi. investigation expenses; and
 - vii. any other non-routine expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.
 - C. Lay witness fees and mileage incurred in bringing defense witnesses to court.
 - D. The cost of providing one copy of the 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. 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. Medical, school, birth, Department of Motor Vehicles, and other similar records and 911 and emergency communication recordings and logs, up to the cost of \$75 for an individual item, unless additional funds are approved by the court.
 - G. The cost for the service of a subpoena.
8. No Assignment or Subcontracts. No assignment or transfer of this Contract or any interest in this Contract shall be made by either of the parties without prior written consent.
9. Contractor Conflict. In the event the representation of the defendant hereunder raises a conflict of interest such that the Contractor cannot represent the defendant, the defendant shall be referred back to the City for further assignment.
10. Term of this Contract. Contractor shall provide legal representation for assigned defendants under this Contract for one year. The Contract may be extended for one additional year with the approval of both City and Contractor.
11. Termination.
- A. For Cause. Either party may terminate this Contract in the event the other 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 the 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. In the event of termination of this Agreement and to the extent the client can be adequately represented, the case 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.
12. Amendment. 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.

13. 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.

Dated the _____ day of _____, 20__.

CONTRACTOR

CITY OF KIRKLAND

By:

By:

Its:

Deputy City Manager

Date: _____ Date: