

**CITY OF FIRCREST REQUEST FOR  
QUALIFICATION PACKET  
CITY PROSECUTOR SERVICES  
Proposal Due Date:  
10/28/2022**

**PURPOSE**

The purpose of this Request for Qualifications (RFQ) is to solicit and select a qualified individual or firm to serve as the City prosecutor on a contractual basis.

**PROPOSAL REQUIREMENTS**

1. Description of your law firm/private attorney practice (including professional qualifications of individuals who will provide services).
2. Understanding of the type and level of services required, and the capability of providing such services, including an explanation of how these services will best meet the City's needs.
3. The compensation structure for proposed services.
4. A list of at least three references regarding the reputation and qualifications of the law firm/private attorney.
5. Disclosure of any pending litigation or judgments rendered against the law firm/private attorney in any matter relating to professional activities of the firm, including any pending complaints to the Washington State Bar Association.

**SCOPE OF WORK: CITY PROSECUTOR**

City Prosecutor services fall into four categories: a) criminal prosecution in municipal court; b) traffic infractions; c) Animal Control issues; and d) support of code enforcement activities, including administrative and court hearings. The attorney selected as prosecutor will be responsible for all aspects of prosecution in the Fircrest and Ruston Municipal Courts, Animal Control issues, and support of the Code Enforcement program, including:

1. Making filing decisions on criminal cases, with input from City police.
2. Advising City police on the conduct of investigations, trial preparation, seizures, and related matters.
3. Interviewing witnesses and victims of crimes.
4. Advising victims regarding their rights and responsibilities.
5. Representing the City at arraignments, pretrial hearings, bench and jury trials, and review hearings and appeals in connection with criminal misdemeanor and gross misdemeanor cases and certain contested infraction matters, and traffic infractions upon request.

6. Making appropriate sentencing recommendations and decisions to the court.
7. Preparing and presenting legal memoranda, subpoenas, jury instructions, and other related materials.
8. Providing legal research, training, and assistance to City police in criminal matters, including statutory interpretation, enforcement issues, and case decisions.
9. Advising Code Enforcement on the interpretation and applicability of code provisions, the conduct of investigations, civil infraction preparation, nuisance abatement, and related matters.
10. Representing the City at administrative and court hearings on code enforcement-related civil infractions and related matters.
11. Preparing and presenting legal memoranda regarding code enforcement and related materials.
12. Creating and maintaining appropriate files.

#### **SPECIFICATIONS: CITY PROSECUTOR**

1. Currently, the Municipal Court is in session every Wednesday starting at 8:00 am, and the first, third, and fifth Thursday starting at 8:00 am. Detailed information indicating the volume and nature of the City's prosecutions can be found at <http://www.courts.wa.gov/caseload/>. (data is located under the Courts of Limited Jurisdiction link.)
2. The City Prosecutor may be asked to attend other meetings as needed by the City Manager or City Council.
3. The City Prosecutor must be available by phone, cell phone, and e-mail.

#### **MINIMUM QUALIFICATIONS: CITY PROSECUTOR**

1. Each attorney in the proposed team must possess a Juris Doctorate and have graduated from a law school accredited by the American Bar Association.
2. Each attorney in the proposed team must be a member in good standing of the Washington State Bar Association.
3. The proposed designated City Prosecutor should have a minimum of five years of experience in prosecution and code enforcement support.

## **CONTRACT TERM**

The City anticipates an initial one-year contract, with options for extensions to be negotiated.

## **SELECTION PROCESS**

All proposals will be reviewed and screened by the City. Proposals will be evaluated by considering the proposer's quality of experience, the strength of the approach described in the proposal, and the cost to the City. Finalists will be invited for interviews, after which the City Manager intends to make an appointment(s), subject to the confirmation of the City Council.

## **INSTRUCTIONS TO REPLY TO THIS REQUEST FOR PROPOSALS**

To reply to this RFQ, please submit a copy of the proposal in one packet to:

Colleen Corcoran  
Interim City Manager  
115 Ramsdell St  
Fircrest, WA 98446  
(253) 564-8901

An e-mail copy of the proposal shall also be emailed to [jwestman@cityoffircrest.net](mailto:jwestman@cityoffircrest.net)

**ALL APPLICATION MATERIALS MUST BE RECEIVED BY 3:00 P.M. ON  
OCTOBER 28, 2022.**

At the City's discretion, proposals submitted after the due date and time may be considered. Proposers accept all risks of late delivery of mailed proposals.

The City of Fircrest reserves the right to reject any or all proposals, waive technicalities or irregularities, and accept any proposal if such action is believed to be in the best interest of the City.

Exhibit No. 1 is the City's template professional services agreement.



**AGREEMENT FOR \_\_\_\_\_**

THIS AGREEMENT is entered into between the City of Fircrest, Washington, hereinafter referred to as the "City" and \_\_\_\_\_, hereinafter referred to as "Contractor" in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. PROJECT DESIGNATION: The Contractor is retained by the City to perform prosecutor services for the City of Fircrest.
2. SCOPE OF SERVICES: Contractor agrees to perform the services including the provision of all labor, materials, equipment and supplies as identified in Exhibit 'A' and Exhibit 'B'.
3. ASSIGNMENT: The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
4. NON-WAIVER: Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.
5. TERMS OF AGREEMENT: Notwithstanding, the date of execution hereof, this Agreement shall be in effect \_\_\_\_\_ to December 31, \_\_\_\_\_ and may be renewed yearly. This contract may be terminated by either party with a 30-day written notice.
6. PAYMENT: Upon receipt of an invoice from the Contractor, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize by site and date the work performed and include the "Affidavit of Wages Paid" that was filed with the State of Washington Department of Labor and Industries. The total cost for services shall not exceed \_\_\_\_\_, plus sales tax.
7. PERFORMANCE: The City reserves the right to withhold a part or all of the monthly payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of the maintenance services set forth in this contract; provided, that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. It is further provided that any such payments withheld shall reasonably relate to the estimated value of the work not performed.
8. LIABILITY AND INSURANCE: With the exception of the sole negligence of the City of Fircrest or its employees or officials the contractor agrees to hold the City of Fircrest and city employees and officials harmless from all liability arising out of all work pursuant to this agreement. Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured:

a. Workman's Compensation Coverage	Statutory
b. General Liability	\$1,000,000/\$2,000,000 aggregate
c. Auto Liability	\$1,000,000

An insurance certificate showing the foregoing will be submitted to the City for approval before work commences.

The minimum limits above do not limit the contractor's liability to the City or public.

9. COMPLIANCE WITH LAWS: The Contractor shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. A City of Fircrest business license is required.
10. TERMINATION: If the Contractor violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon ninety (90) days' written notice, served to the other party by certified mail. In such case, Contractor shall be compensated by the City for all work performed to the date of termination.
11. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.
12. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Contractor is required to employ a qualified Supervisor acceptable to the City. Contractor shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.
13. PREVAILING WAGES: Prevailing wages are not required for this contract.
14. COMPLIANCE WITH CITY POLICY: The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.
15. DAMAGE BY VANDALISM OR ACTS OF GOD: It is understood and agreed that the Contractor shall not be responsible or required to repair, at the sole cost and expense of the Contractor, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Contractor's agents.
16. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from that provided for in the scope of work section shall only be allowed by prior authorization in writing and signed by the City Manager, as a modification to this agreement. Such modification shall be attached hereto and made a part hereof.

17. SAFETY REQUIREMENT: All work performed under the terms of this agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.

INTEGRATED AGREEMENT:

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Contractor.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**CITY OF FIRCREST**

**CONTRACTOR...**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney