

**CITY OF SUNNYSIDE
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into this date by and between the **City of Sunnyside**, hereinafter the “City,” and **Saxton Riley & Riley, PLLC**, hereinafter referred to as “Prosecutor,” for and in consideration of the mutual covenants and conditions contained herein together with the consideration to be paid to the Prosecutor, the parties hereto agree as follows:

The City agrees to retain the legal services of Prosecutor and the Prosecutor agrees to represent the City under the following terms and conditions:

1. Services to be performed: The Prosecutor shall advise the City Authorities and all officers in all legal matters pertaining to prosecution of misdemeanors, gross misdemeanors, infractions, code enforcement, and forfeiture matters of the City. In addition to the above the Prosecutor shall provide the following services to the City:

a. Prosecutor shall satisfy the minimum requirements for practicing law in the State of Washington, including regular completion of required continuing legal education. Prosecutor shall immediately notify the City in the event Prosecutor is unable or unavailable to fulfill the terms of this Agreement. Prosecutor shall not engage in conduct that would reflect negatively upon the City or otherwise diminish the public's trust in the Prosecutor's ability to perform services under this Agreement.

b. Making filing decisions on criminal cases, with input from City police, to include consideration of appropriate referrals for felony charges in Superior Court.

c. Advising City police on the conduct of investigations, trial preparation, seizures, and related matters.

d. Interviewing witnesses and victims of crimes.

e. Representing the City at arraignments, pretrial hearings, bench and jury trials, post-conviction hearings, probation violation hearings, deferred sentence revocation hearings, deferred prosecution revocation hearings, legal financial obligation review hearings, warrant review hearings, conditions of release and bail review hearings, and appeals in connection with criminal misdemeanor and gross misdemeanor cases, and certain contested infraction matters, and traffic infractions, upon request.

f. Making appropriate sentencing recommendations and decisions to the court. Engaging in appropriate settlement discussions with opposing counsel and pro se litigants in both civil and criminal matters.

g. Preparing and presenting legal memoranda, subpoenas, jury instructions, proposed orders, and other related materials.

h. Providing legal research, training, and assistance to City police in criminal matters, including statutory interpretation, enforcement issues, and case decisions.

i. Representing the City at administrative and court hearings on code enforcement related civil infractions, animal control, code enforcement, forfeiture, and related matters.

j. Creating, obtaining, and maintaining appropriate files and records in accordance with the rules of professional conduct and Court Rules.

k. Preparing reports at least quarterly to the City Manager regarding prosecutorial workload, efficiency, timeliness, and outcomes.

l. Cooperation in an annual performance evaluation by the City Manager and in responding to any complaints about the conduct of the Prosecutor and the provision of legal services to the City.

m. Hiring and maintaining adequate law firm staff as needed to perform duties under the contract.

n. Obtaining interpreter services as needed to properly prepare for hearings and performance of other duties.

2. City's Responsibilities:

a. City shall provide a secure internet connection for the Prosecutor in the courtroom. City shall provide conference space for the Prosecutor to conduct witness interviews.

b. Compensation of Prosecutor: For and in consideration of the above services the City agrees to pay to the Prosecutor the sum of \$25,000.00 per month for all work performed by the Prosecutor for or on behalf of the City.

c. Expense reimbursement: City agrees to pay to the Prosecutor, in addition to the above compensation, the following reasonable expenses and costs incurred by the Prosecutor in his representation of the City:

(i) Court costs, service of subpoenas, filing fees, title report costs, witness fees, deposition and reporter costs, extraordinary costs of discovery when approved by the City, process service costs, postage costs, and copy costs.

(ii) The City shall reimburse the Prosecutor for travel, meals and lodging outside of the City of Sunnyside when incurred in the representation of the City on official business either at meetings, hearings, trials, or appeals wherein the Prosecutor is representing the City.

(iii) Additional provisions for the Prosecutor: In addition to the above the City agrees to reimburse to the Prosecutor the cost and maintenance of any special publications related to municipal corporation law agreed upon by the City and the Prosecutor.

3. Independent Contractor Relationship: Prosecutor is an independent contractor in performance of services under this Agreement, and he shall be responsible for payment of all federal, state, and local taxes arising out of said services under this Agreement. Prosecutor shall comply with all local, state, and federal laws, including, but not limited to, RCW 50.04.140 and RCW 51.08.195.

4. Insurance and Indemnification: Prosecutor shall possess insurance for general commercial, professional liability, and automobile liability in amounts satisfactory to the Washington City Insurance Authority.

5. Notice: All notices or other written communications required or permitted under this Agreement must be in writing and will be deemed to have been properly given (i) upon delivery, if delivered in person, or (ii) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City: City of Sunnyside
818 E Edison
Sunnyside, WA 98944

If to Prosecutor: Saxton Riley & Riley, PLLC
1112 Meade Ave
Prosser, WA 99350

6. Term of Agreement: This Agreement shall be initially for a two (2) year term commencing May 1, 2022 through April 30, 2024. The term shall automatically be extended in one (1) year increments up to 3 times, upon the same terms and conditions provided herein, unless either party gives the other party written notice, at least sixty (60) days prior to the end of the term, not to renew the Agreement. City and Prosecutor may by mutual agreement enter into a memorandum of understanding regarding compensation.

7. General Provisions:

a. Waiver: Failure to enforce any provision of this Agreement shall not constitute a waiver.

b. Dispute Resolution. In the event of any dispute regarding enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith attempt to

resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with venue placed in Yakima County, Washington.

8. Termination of Existing Contract. Currently, Prosecutor has an Agreement for Indigent Criminal Defense with the City, a copy of which is attached hereto as Exhibit "A". Following the execution and acceptance of this Agreement, that Agreement for Indigent Criminal Defense referenced in this paragraph 8 shall be terminated, effective April 30, 2022. The parties mutually agree that the obligations set forth in paragraph 4.3 of that Agreement for Indigent Criminal Defense referenced in this paragraph 8, are also terminated, effective April 30, 2022. Any open cases previously assigned to Prosecutor shall be reassigned to new indigent defense counsel.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS _____ DAY OF APRIL, 2022.

CITY OF SUNNYSIDE

BY: ELIZABETH ALBA, CITY MANAGER

SAXTON RILEY & RILEY, PLLC

BY: HOWARD M. SAXTON, III, PARTNER

BY: BENJAMIN J. RILEY, PARTNER

BY: ELISA V. RILEY, PARTNER

ATTEST:

JACQUELINE RENTERIA, CITY CLERK