

RESOLUTION NO. 3262

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GUNDERSON LAW OFFICE, PLLC FOR PROSECUTION (LEGAL) SERVICES.

WHEREAS, the City desires to have prosecution (legal) services performed on behalf of the City; and

WHEREAS, the City issued a Request for Proposals (RFP) for prosecution services on December 10, 2024, with a January 3, 2025, deadline for submission of proposals; and

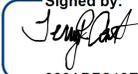
WHEREAS, the City received one (1) responsive proposal from Gunderson Law Office, PLLC; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

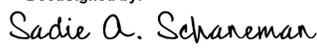
Section 1. Authorization of Contract. The Mayor is authorized to sign the attached professional services agreement with Gunderson Law Office, PLLC for prosecution (legal) services in the amount of nineteen thousand dollars (\$19,000.00) per month.

Section 2. Implementation Authorized. The Mayor is hereby authorized to take the actions necessary to implement this agreement.

Passed by the City Council this 21st day of January 2025.

Signed by:

338AD7C13E0E402...
Terry Carter, Mayor

AUTHENTICATED:

DocuSigned by:

975A05C52D794C8...
Sadie A. Schaneman, CMC, City Clerk

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Item Type: Resolution	Agenda Bill Number & Ordinance/Resolution/Motion Number: AB25-02 & R25-02	
Department/Division Submitting: Executive Administration	Presenter: John Vodopich, City Administrator	City Strategic Goal Category: DON'T FILL OUT YET

Agenda Subject: Professional Services Agreement With Gunderson Law Office, PLLC For Prosecution (Legal) Services.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Services Agreement With Gunderson Law Office, PLLC For Prosecution (Legal) Services.

Administrative Recommendation: Approve.

Short Background Summary: With The Recent Resignation Of Both Prosecuting Attorneys, The City Looked To Contract For Prosecution (Legal) Services Rather Than Employing Full Time Licensed Attorneys. To That End, City Issued A Request For Proposals (RFP) For Prosecution Services On December 10, 2024, With A January 3, 2025 Deadline For Submission Of Proposals. The City Received One (1) Responsive Proposal From Gunderson Law Office, PLLC. The Term Of The Agreement Is For Two (2) Years With An Option For An Additional One (1) Year Extension.

Attachments: Resolution No. 25-02.

BUDGET INFORMATION			
Budgeted Amount \$384,000	Current Balance \$384,000	Expenditure Amount Needed \$228,000 annually/\$19,000 monthly	Budgeted Balance Difference \$156,000
Budget Explanation: The 2025/26 Biennial Budget Included Funding For Two (2) Full Time Licensed Attorneys For Prosecution Services – A Deputy City Attorney/Prosecutor And A Prosecutor. The 2025 Budgeted Amount For These Positions, Including Salaries, Benefits, Training, etc. Was Projected To Be \$384,000. The Expected Annual Amount Of This Professional Services Agreement Is \$228,000.			

COMMITTEE, BOARD & COMMISSION REVIEW					
Public Hearing Date:		Name Of Committee/Commission Public Hearing Was Done At:			
Date & Name Of Committee/ Commission Meeting	Return To Committee/ Commission/Board	Council Workshop Discussion	Consent Agenda	Council Full Issues	Chair’s Signature For Approval Of Next Steps
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Hearing Examiner Review:					

COUNCIL ACTION	
Workshop Date(s): January 21, 2025	Public Hearing Date(s):
Meeting Date(s):	Tabled To:

APPROVALS		
Department Director: JPV	Mayor: Terry Carter	Date Reviewed By City Attorney (if applicable): January 7, 2025

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BONNEY LAKE AND GUNDERSON LAW OFFICE, PLLC**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“**City**”) and Gunderson Law Office, PLLC, organized under the laws of the State of Washington, located and doing business at 1410 South Meridian Suite B, Puyallup Washington 98371 (hereinafter the “**Prosecutor**”).

RECITALS:

WHEREAS, the City desires to have prosecution (legal) services performed on behalf of the City; and

WHEREAS, the City has selected the Prosecutor to perform such services pursuant to certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the Parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Prosecutor.

The Prosecutor shall perform the work as assigned by the City, which may include the services described in Exhibit “A” of this Agreement which is attached hereto and incorporated herein by this reference as if set forth in full. In performing the services, the Prosecutor shall comply with all federal, state, and local laws and regulations applicable to the services. The Prosecutor shall perform the services diligently and completely and in accordance with professional standards of conduct and performance, including, but not limited to, the Rules of Professional Conduct for Washington Attorneys and applicable Washington Court Rules.

Ivar Gunderson will be the primary person providing services under this Agreement, and he will make good faith efforts to be personally present for all court hearings, unless he is unable to appear due to vacation, illness, emergency, or occasional scheduling conflicts. In the event Ivar Gunderson is unable to appear at a court hearing, then Will Gunderson will be the designated attorney to provide calendar coverage. Use of other attorneys by the Prosecutor, shall be permitted, provided that such attorneys are employed by the Prosecutor, have the requisite experience to perform the work assigned, and are under the supervision of Ivar Gunderson and/or Will Gunderson.

2. Compensation and Method of Payment.

The City shall pay the Prosecutor for services rendered as follows:

A. *Base Rate.* In exchange for the performance of the prosecution and litigation services generally described on Exhibit “A”, Prosecutor will be paid a monthly base rate of \$19,000.00 per month. This rate of compensation assumes an on-going level of Bonney Lake Municipal Court hearings up to three times per week, based on a review of the prior years’ calendar of court hearing

dates. This includes all in-court and out-of court work (including, but not limited to, office rent, photocopies and letter, mailing costs, telephone expenses, professional licensure.) Any partial months of service shall be pro-rated.

B. *Police Training Rate.* For work performed under the Scope of Services (Exhibit “A”) as set forth in number 8 above, including providing advice to Bonney Lake Police officers, not related to a specific case and when such advice consists of a formal in-service training session, Prosecutor shall be paid \$500.00 for each half-day of such training.

C. *Additional Court Calendars Rate.* In the event it is necessary for the Prosecutor to schedule an additional court calendar to accommodate a motion or trial that cannot be scheduled for a regularly scheduled court calendar or to otherwise complete a trial, Prosecutor shall be paid a rate of \$500.00 for each half-day (this includes, but is not limited to, special motion hearings, RALJ hearings, jury trials, bench trials.)

D. *Payment Procedures.* Prosecutor shall submit monthly billing invoices to City with adequate detail to support any charges over the Base Rate. The City shall pay the Prosecutor for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, or needs additional details to support such invoice, it shall notify Prosecutor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

3. Duration of Agreement; Extension.

This Agreement shall be in full force and effect commencing on January 21, 2025, Agreement and ending January 31, 2027, unless sooner terminated under the provisions of this Agreement or extended by mutual agreement of the Parties. In addition, the City, at its option, may extend the Agreement for an additional one-year term. Time is of the essence of this Agreement in each and all its provisions in which performance is required.

4. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Prosecutor in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Prosecutor understands that this Agreement is with a government agency and thus all records created or used in the course of Prosecutor’s work for the City are considered “public records” and may be subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW (“the Act”). Prosecutor agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Prosecutor, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Prosecutor to search its files for responsive records, Prosecutor agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City’s public records officer at no cost to the City.

5. Independent Contractor.

The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Prosecutor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Prosecutor shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Prosecutor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Prosecutor. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Prosecutor, or any employee of the Prosecutor. The Prosecutor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Prosecutor performs hereunder.

6. Indemnification.

Prosecutor shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Prosecutor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Prosecutor and the City, its officers, officials, employees, and volunteers, the Prosecutor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Prosecutor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Prosecutor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance.

The Prosecutor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Prosecutor, its agents, representatives, or employees.

A. *Minimum Scope of Insurance.* Prosecutor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iii. Professional Liability insurance appropriate to the Prosecutor's profession.

B. *Minimum Amounts of Insurance.* Prosecutor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. *Other Insurance Provision.* The Prosecutor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Prosecutor's insurance and shall not contribute with it.

D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. *Verification of Coverage.* The Prosecutor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Prosecutor before commencement of the work.

F. *Notice of Cancellation.* The Prosecutor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

H. *No Limitation.* Prosecutor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Prosecutor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. Record Keeping and Reporting.

A. The Prosecutor shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Prosecutor shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. City's Right of Inspection and Audit.

A. Even though the Prosecutor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Prosecutor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Prosecutor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Prosecutor to Maintain Records to Support Independent Contractor Status.

On the effective date of this Agreement (or shortly thereafter), the Prosecutor shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Prosecutor's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Prosecutor under this Agreement shall not give rise to an employer-employee relationship between the Parties which is subject to RCW Title 51, Industrial Insurance.

11. Work Performed at the Prosecutor's Risk.

The Prosecutor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose.

All work shall be done at the Prosecutor's own risk, and the Prosecutor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Prosecutor for use in connection with the work.

12. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents prepared by the Prosecutor pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Prosecutor shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Prosecutor's insurance coverage is canceled for any reason, or if the Prosecutor is unable to perform the services called for by this Agreement.

D. The Prosecutor reserves the right to terminate this Agreement with not less than ninety (90) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

13. Discrimination Prohibited.

The Prosecutor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Prosecutor under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

14. Personal Services, No Subcontracting.

This Agreement has been entered into in consideration of the Prosecutor's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Prosecutor has personally signed this Agreement below to indicate that he and his firm are bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Prosecutor without the express written consent of the City shall be void.

15. Conflict of Interest.

The Prosecutor represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit “A.” In the event that the Prosecutor is asked to perform services for a project with which it may have a conflict, Prosecutor will immediately disclose such conflict to the City. In the event there is a conflict of interest for representing the City in a case, the Prosecutor will alert the City at the earliest opportunity and assist the City in obtaining conflict counsel to represent the City.

16. Confidentiality.

All information regarding the City obtained by the Prosecutor in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Prosecutor shall be grounds for immediate termination.

17. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Prosecutor and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

18. Employment of State Retirees.

The City is a “DRS-covered employer” which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Prosecutor’s employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Prosecutor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Prosecutor shall determine whether any of its employees providing services to the City or any of the Prosecutor’s owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Prosecutor. Prosecutor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys’ fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Prosecutor’s failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

19. Entire Agreement.

This Agreement contains the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the Parties.

If there is a conflict between the terms and conditions of this Agreement and the attached exhibit, then the terms and conditions of this Agreement shall prevail over the exhibit. Either Party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

20. Notices.

All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Bonney Lake shall be sent to the following address:

City Clerk
City of Bonney Lake
9002 Main Street E.
Bonney Lake WA 98391

Notices to the Prosecutor shall be sent to the following address:

Gunderson Law Office, PLLC
Attn. Ivar Gunderson
Mailing Address:
PO Box 160
Puyallup WA 98371

Physical Address:
1410 South Meridian Suite B
Puyallup Washington 98371

21. Applicable Law; Venue; Attorneys' Fees.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

22. Compliance with Laws.

The Prosecutor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Prosecutor’s business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

23. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

24. Severability.

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Prosecutor, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Prosecutor have executed this Agreement as of the dates listed below.

CITY OF BONNEY LAKE

Signed by:

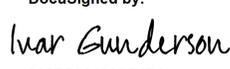
339AD7C13E9E492...

Name: Terry Carter

Title: Mayor, City of Bonney Lake

Date: 1/21/2025

PROSECUTOR

DocuSigned by:

233B2A04220C4D3...

Name: Ivar Gunderson

Title: Owner, Gunderson Law Firm

Date: 1/22/2025 | 8:49 AM PST

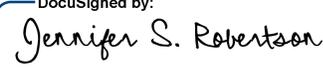
ATTEST

DocuSigned by:

975A85C52D794C0...

Sadie A. Schaneman, CMC, City Clerk

APPROVED AS TO FORM

DocuSigned by:

3CCD924BC20444E

Jennifer S. Robertson, City Attorney

EXHIBIT A

Scope of Services to be Provided by Prosecutor. The Scope of Services is described in the attached Proposal dated January 3, 2025, which is attached hereto and incorporated herein.

PROPOSAL FOR CITY PROSECUTOR SERVICES FOR THE CITY OF BONNEY LAKE

January 3rd, 2025

Ivar Gunderson and Will Gunderson, of Gunderson Law Office, PLLC, located at 1410 South Meridian Suite B, Puyallup Washington 98371, submits the following proposal for criminal prosecution services at the City of Bonney Lake, Washington.

Qualifications

Gunderson Law Office, PLLC is owned by Ivar Gunderson and Will Gunderson. We are brothers who attended law school together at the University of Idaho College of Law. We opened our law office in 2016 and focus our practice on all aspects of criminal litigation. Together, we have more than twenty years of experience in the field of criminal law. We currently provide criminal prosecution services for the Cities of Black Diamond, Covington, Buckley, Fircrest, Ruston, and Sumner.

Over the years, we have prosecuted thousands of traffic infractions, simple misdemeanors, and gross misdemeanors at every type of proceeding, including arraignments, pretrials, jury trials, and RALJ appeal hearings. We are proficient in the new technologies being utilized in modern courtrooms (e.g.: ZOOM hearings, OCourts, JABS/JIS, efile (TylerTech) and other electronic filing systems, etc.) We employ paperless case management systems to record case information and share discovery.

As officers of the court, we strive to maintain cordial relationships with court clerks and staff. We also recognize the American criminal justice system is composed of independent branches of government. Therefore, our relationships and communications with the court are professional and limited specifically to the pertinent legal matters. This policy allows us to avoid ex-parte contact, conflicts of interest, and ensures the reputation of the prosecutor's office is maintained.

As law enforcement officials, we maintain close relationships with police department personnel to share information about investigations and case outcomes, as well as to ensure proper law enforcement and prosecution standards are met. Our phones are always on, and we are always available for night and weekend contacts with law enforcement. Our personal cell phones are included in our contact information at the end of this proposal.

Our support team consists of two office staff who are skilled in case management, document filing, and discovery production. We understand that the City of Bonney Lake will provide some staff support, including Domestic Violence (DV) advocacy. We have our own support staff, including a DV advocate who maintains regular contact with victims of DV to inform them of

important case updates and to provide necessary support services, as required by law. In addition, our DV advocate is fluent in English and Spanish – this has proven to be a valuable trait in this field of work. In the event it becomes necessary to supplement the support provided by the City, we have the means to meet those demands, which may require a separately negotiated contract with the City of Bonney Lake.

Since we are a firm of attorneys, we can be flexible with court scheduling and the city's expectations. Our experience representing other cities in the municipal courts of Washington makes us ideal candidates for this city prosecutor position. We are confident we can represent the City of Bonney Lake to the highest professional standards.

Scope of Services

Gunderson Law Office, PLLC will provide comprehensive criminal prosecution and civil (traffic) litigation services for the City of Bonney Lake. This includes criminal prosecution in municipal court and representing the city on contested traffic infractions and other civil infraction hearings, when necessary. We understand this will require attendance at court hearings on most Mondays, Tuesdays, and Wednesdays of every month. We anticipate that some level of city support is necessary (e.g.: production of police reports, media, and other evidence through the police department or other databases.)

We will perform the following services:

Criminal Prosecution

Gunderson Law Office PLLC and its attorneys will provide comprehensive prosecution services for the City of Bonney Lake at the Bonney Lake Municipal Court. Those services include:

1. Making charging decisions on criminal misdemeanor cases;
2. Advising Bonney Lake Police Officers on matters relating to criminal law, proper procedures for enforcing the law, trial preparation, and case outcomes;
3. Interviewing witnesses and victims of crimes;
4. Advising victims of their rights and responsibilities;
5. Preparing for and representing the City at arraignments, pretrial hearings, readiness hearings, bench and jury trials, sentencing hearings, review hearings and RALJ appeal hearings, and certain contested infraction matters and traffic infractions upon request;
6. Making appropriate plea and sentencing recommendations that are consistent with City guidelines;
7. Preparing and presenting legal motions (either oral or written), subpoenas, jury instructions, and other related materials;

8. Providing legal research, legal updates, training, and assistance to City police in criminal matters, including statutory interpretation, and enforcement issues;
9. Advising Code Enforcement personnel 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 other related materials; and,
12. Creating and maintaining appropriate files.

Civil Infractions

In the event that a civil infraction matter is contested, Gunderson Law Office, PLLC will represent the City of Bonney Lake at the court hearings for the contested infraction. This includes the preparation and filing of the appropriate infraction documents, collection of evidence, subpoenaing witnesses, and appearing at the hearing.

Compensation Structure

Base Rate. In exchange for the performance of the prosecution and litigation services generally described, we propose a monthly base rate of \$19,000.00. This rate of compensation assumes an on-going level of Bonney Lake Municipal Court hearings up to three times per week, based on a review of the prior years' calendar of court hearing dates. This includes all in-court and out-of-court work (including, but not limited to, office rent, photocopies and letter, mailing costs, telephone expenses, professional licensure.)

Police Training Rate. For work performed under the Scope of Services as set forth in number 8 above – providing advice to Bonney Lake Police officers, not related to a specific case and when such advice consists of a formal in-service training session, we propose a rate of \$500.00 for each half-day of such training.

Additional Court Calendars Rate. In the event it is necessary for the city prosecutor to schedule an additional court calendar to accommodate a motion or trial that cannot be scheduled for a regularly scheduled court calendar or to otherwise complete a trial, we propose a rate of \$500.00 for each half-day (this includes, but is not limited to, special motion hearings, RALJ hearings, jury trials, bench trials.)

References

- Tom Guilfoyle
Defense Attorney
4505 Pacific Highway E, Suite C-6
Fife, WA 98424
(206) 406-7233
Mr. Guilfoyle provides public defense services for the City of Sumner, a city in which we provide prosecution services.
- Terra Moulton
Assistant Attorney General
Washington State Office of the Attorney General
7141 Cleanwater Dr SW
Olympia, WA 98501
(360) 586-7777
Ms. Moulton was the prosecutor for the City of Puyallup
- Noel Clark
Legal & Executive Support Specialist
City of Sumner
1104 Maple Street
Sumner, WA 98390
(253) 299-5610
noelc@sumnerwa.gov

Pending litigation or judgments: N/A

Attorney Contact Information:

Ivar Gunderson will be the primary person providing services under this Agreement, and he will make good faith efforts to be personally present for all court hearings, unless he is unable to appear due to vacation, illness, emergency, or occasional scheduling conflicts. Ivar Gunderson will also be the primary point of contact regarding the RFP or any contract that is entered with the City of Bonney Lake. In the event Ivar Gunderson is unable to appear at a court hearing, then Will Gunderson will be the designated attorney to provide calendar coverage. Our contact information is:

William P.E. Gunderson
WSBA # 46991
will@gundylaw.net
Cell (253) 569-3921
Fax (360) 272-6681

Ivar J. Gunderson
WSBA # 49602
ivar@gundylaw.net
Cell (253) 347-8824
Fax (360) 272-6681

Office Location and Contact:

Gunderson Law Office, PLLC

Physical Address: 1410 South Meridian Suite B, Puyallup WA 98371

Mailing Address: PO Box 160, Puyallup WA 98371

Office Hours: Monday 9am – 5pm; Friday 9am – 5pm

Office Phone: (253) 444-0126

Fax: (360) 272-6681

Voicemails left during non-office hours will be returned by the end of the next business day.