

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute an Amended Contract with the Law Office of Sarah Roberts for Prosecution Services Through 2016
DEPARTMENT:	City Attorney's Office
PRESENTED BY:	Margaret King, City Attorney
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Under Washington State Law, the City of Shoreline is responsible for criminal justice costs of misdemeanors and infractions committed within the City's municipal boundaries. These costs include court services, indigent defense, and prosecution. The City's prosecution contract with current City Prosecutor Sarah Roberts terminates at the end of 2015. The City Attorney's office is requesting a one year extension to allow additional time to revise a Request for Proposals (RFP) and existing contract terms and then provide for sufficient time for an open, competitive proposal process. The proposed amendment to the existing prosecution services contract would allow the time needed.

RESOURCE/FINANCIAL IMPACT:

The current annual contract is \$159,892.20. The budgeted amount for Prosecution Services for the year 2016 is \$162,190. This would result in an annual contract increase of \$2,298.

RECOMMENDATION

Staff recommends that the Council move to authorize the City Manager to approve a one-year extension to the City's contract with Sarah Roberts for Prosecution Services and authorize the additional funds necessary for this extension.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

Since incorporation, the City of Shoreline has contracted for legal services to file and prosecute City cases in the Shoreline District Court. The Prosecuting Attorney makes charging decisions for misdemeanor and infractions under the Shoreline criminal code and is responsible for filing charging documents, attending arraignments, hearings, conducting bench and jury trials, sentencing, probation violation hearings and appeals.

In 2011, the City entered into a contract (Contract #6166) for the provision of prosecuting services with the Law Office of Sarah Roberts (Attachment A). The contract initially expired on December 31, 2014, and was extended once for one year until December 31, 2015.

When this contract was entered into in 2011, the contract authorized a monthly payment not to exceed a maximum of \$12,266, including all fees and expenses. The contract contains a provision stating that fees shall be adjusted by 90% of the increase for CPI-U (June to June) at the beginning of each calendar year. The current monthly payment for 2015 is \$13,324.35 for a total annual contract amount of \$159,892.20.

The contract was extended to 2015 with the intent of opening up a competitive proposal process this year. While preparing for that process, discussions prompted by the issue of increased costs for jail services resulted in a review of current and potential future court case loads, as well as other contractual terms. The City Attorney's office would therefore like an additional three to four months to review these issues and then draft amended specifications and a proposed contract prior to conducting a competitive request for proposal process. This extension would allow sufficient time to undertake that review and revision.

DISCUSSION

While the City Attorney's Office had intended to make these services available for competitive public bid prior to the expiration of the existing prosecuting services contract this year, in order to more fully evaluate case load and other contractual provisions and requirements, the City Attorney's Office would like a one year extension to allow that analysis and process to occur. The City Attorney's office anticipates conducting the RFP process for prosecution services, between April and May of 2016. A one year extension of the current contract under the same contract terms is recommended so as to maintain continuity within the City's legal services division while additional analysis and review is conducted prior to undergoing a full request for proposal process.

The Law Office of Sarah Roberts has provided exceptional prosecuting services for the City of Shoreline for the past few years at a reasonable cost. Continuing these services for a one-year term will allow the City of Shoreline to meet its legal requirement of providing prosecutorial services and allow for a full opportunity to evaluate City' needs now and in the future and then give consideration to bids received pursuant to a competitive process.

RESOURCE/FINANCIAL IMPACT

The current annual contract is \$159,892.20. The budgeted amount for Prosecution Services for the year 2016 is \$162,190. This would result in an annual contract increase of \$2,298.

RECOMMENDATION

Staff recommends that the Council move to authorize the City Manager to approve a one-year extension to the City's contract with Sarah Roberts for Prosecution Services and authorize the additional funds necessary for this extension.

ATTACHMENTS

Attachment A – 2011 Contract for Prosecution Services



C-10-212

Receiving # 6166

(obtain from City Clerk)

CONTRACT ROUTING FORM

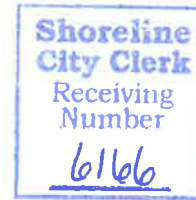
DESCRIPTION	Originator: Ian Sievers	Routed by: Darcy Greenleaf
	Department/Division: City Attorney's Office	Date: December 13, 2010
	Name of Consultant/Contractor: Sarah Roberts	
	CONTRACT TITLE: Prosecution Services	

CONTRACT CONTENT	Type of Contract: <input type="checkbox"/> (GR) Grants <input type="checkbox"/> (I) Intergovernmental Agreement <input type="checkbox"/> (L) Lease Agreement		
	<input checked="" type="checkbox"/> (S) Purchase of Services <input type="checkbox"/> (W) Public Works <input type="checkbox"/> (O) Other		
	Bid/RFP Number:		
	Effective Date: January 1, 2011	Completion Date: December 31, 2014	
	Has the original contract boilerplate language been modified? <input checked="" type="radio"/> Yes <input type="radio"/> No		
If yes, specify which sections have been modified:			
Description of Services: Prosecution Services			

FINANCIAL DETAILS	Total Amount of Contract: \$150,000.00			
	Org Key - Obj # 2004029-5410	Amount:	Org Key - Obj #	Amount:
	J/L # - Task #		J/L # - Task #	
	Org Key - Obj #	Amount:	Org Key - Obj #	Amount:
	J/L # - Task #		J/L # - Task #	
	Org Key - Obj #	Amount:	Org Key - Obj #	Amount:
J/L # - Task #		J/L # - Task #		
Are there sufficient funds in the current budget to cover this contract? <input checked="" type="radio"/> Yes <input type="radio"/> No				
Remarks:				

FORMS	For Public Works/Small Works Contracts:		For Service Contracts:	
	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License
	<input type="checkbox"/> Contractor Responsibility Form	<input type="checkbox"/> Certificate of Insurance	<input type="checkbox"/> Certificate of Insurance	<input type="checkbox"/> W-9 Form
	<input type="checkbox"/> Contract Bond/In Lieu of Form	<input type="checkbox"/> W-9 Form		

SIGNATURE	Authorization Level: City Manager		
	<input checked="" type="checkbox"/> 1. Project Manager <input checked="" type="checkbox"/> 2. Risk Management/Budget <input checked="" type="checkbox"/> 3. City Attorney <input checked="" type="checkbox"/> 4. Consultant/Contractor <input type="checkbox"/> 5. (click to select or overwrite)	[Signature] 12/15/10 [Signature] 12/13/10 [Signature] 12/13/10	<input checked="" type="checkbox"/> 6. City Council (if required) <input checked="" type="checkbox"/> 7. City Manager <input checked="" type="checkbox"/> 8. City Clerk <input checked="" type="checkbox"/> 9. Originating Department
			December 13, 2010 [Signature] 12/16/10 [Signature] 12/21/10 CH



Contract No. 6166
Brief Description: Prosecution Services

CITY OF SHORELINE AGREEMENT FOR SERVICES

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and Law Office of Sarah Roberts, hereinafter referred to as the "ATTORNEY."

WHEREAS, the City desires to retain the services of a Attorney for prosecution services,

WHEREAS, the City has selected Sarah Roberts to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. **Scope of Services to be Performed by the Attorney.**

The Attorney shall perform the services outlined in Exhibit A. In performing these services, the Attorney shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional and ethical standards of conduct and performance of the Washington State Bar Association.

2. **Compensation.**

A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of Twelve Thousand Two Hundred Sixty Six Dollars (\$12,266), per month beginning January 2011, including all fees and expenses, plus One Hundred Thirty Dollars (\$130) per hour for RALJ appeals over ten during any calendar year, not to exceed One Hundred Fifty Thousand Dollars (\$150,000). Fees shall be adjusted by 90% of the increase for the CPI-U (June), at the beginning of each calendar year, beginning January, 2012.

B. The City shall pay the Attorney for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Attorney shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City or City Council through its budget and appropriations process. The Attorney shall complete and return Exhibit C, Taxpayer Identification Number, to the City prior to or along with the first billing voucher. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: City of Shoreline, City Attorney's Office, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

3. **Time of Completion**

The term of the Agreement commences January 1, 2011 and terminates at midnight on the 31st day of December 2014, unless terminated earlier by either party as provided for herein. Provided, however contract terms other than the payment of the monthly retainer under 2A. shall be extended to complete work on pending cases or appeals after any term. Payment for casework beyond the term is provided in Exhibit A III.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time for cause by giving sixty (60) days notice to Attorney in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Attorney pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Attorney shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Attorney. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Attorney reserves the right to terminate this Agreement with or without cause not less than ninety (90) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Attorney is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Attorney in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Attorney are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Attorney harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Attorney upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The Attorney shall preserve the confidentiality of all City documents and data accessed for use in Attorney's work product.

6. Independent Contractor Relationship.

- A. The Attorney is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Attorney and the City during the period of the services shall be that of an independent contractor, not employee. The Attorney, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Attorney shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Attorney shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Attorney is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. 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 Attorney or any employee of the Attorney.

7. Hold Harmless.

The Attorney shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all costs, claims, or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property

resulting from the acts, errors or omissions of the Attorney, its agents or employees in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

8. Insurance.

Attorney shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) Attorney's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Attorney's insurance (except for professional liability insurance); and 2) Attorney's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

9. Delays.

Attorney is not responsible for delays caused by factors beyond the Attorney's reasonable control. When such delays beyond the Attorney's reasonable control occur, the City agrees the Attorney is not responsible for damages, nor shall the Attorney be deemed to be in default of the Agreement.

10. Successors and Assigns.

Neither the City nor the Attorney shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

11. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

12. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17544 Midvale Avenue N.
Shoreline, WA 98133-4921
(206) 546-1700

Attorney Name: Sarah Roberts
Address: 18050 Meridian Avenue North
Address: Shoreline, WA 98133
Phone Number: 206-205-5684

13. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

14. General Administration and Management.

The City's contract manager shall be: Ian R. Sievers, City Attorney.

15. Severability.


Any provision or part of the 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 Attorney, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.


This agreement is executed by

CITY OF SHORELINE

By: 
Name: ~~Robert L. Olander~~ Julie Underwood
Title: ~~City Manager~~ Acting City Manager

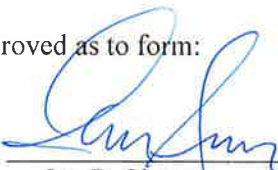
Date: 12/16/10

ATTORNEY

By: 
Name: Sarah Roberts
Title: Shoreline City Prosecutor

Date: 12/13/10

Approved as to form:

By: 
Ian R. Sievers
City Attorney

Attachments: Exhibits A, B, C

EXHIBIT A
CITY OF SHORELINE
SCOPE OF SERVICES

I. Scope of Services

Attorneys shall provide prosecution services to the City for individuals charged with misdemeanor or gross misdemeanors filed by the City of Shoreline in Shoreline Municipal Department of Shoreline District Court. Representation at in-custody preliminary hearings and arraignments at the King County Jail , Regional Justice Center or other venue other than Shoreline District Court is not required. Representation at bench trials of non-traffic infractions, vehicle impound hearings and traffic infractions involving accidents are also covered by the contract.

Services include:

- Charging through criminal complaints based on officer reports
- Preparing pleas and pleadings
- Arraignment as required and pre-hearing conferences (non-custodial)
- Provide assistance to victims of domestic violence with appropriate resources.
- Provide victims and witnesses with information about the legal process and options available to them through the legal system.
- Assist victims of domestic violence with obtaining protective orders and restraining orders when criminal charges have been filed.
- Scheduling trials
- Attending hearings (including motion and probation review hearings)
- Conducting research
- Trial preparation
- Conduct trial
- Sentencing hearings
- Appeals, prosecution and defense
- Probation review and revocation

The Attorney will provide all supplies, equipment and an adequate number of attorneys and support staff to efficiently manage the court calendar, in a manner which avoids unnecessary delays in completing the calendar, or unnecessary periods in custody. Sufficient counsel shall be provided to prosecute cases during vacation and illness.

The Attorney will prosecute all defendants unless the Rules of Professional Responsibility prohibit representation of the City.

Representation may extend through final disposition of assigned cases including any appeals filed and post conviction probation violations if required by RPC's or required by the City. In such cases, the hourly rate in Section III shall apply.

II. Time and Reporting Requirements

- Monthly billings prepared ten (10) working days after the end of each calendar month using the City's Professional Services Invoice form (Exhibit B).
- Quarterly reports showing offender, offense(s), case number, hearing dates, and case disposition.
- Conferences with the City's representative as needed to review performance, develop and monitor performance benchmarks, and review issues of common concern.
- District Court or City initiated meetings to review, revise or enhance municipal court operations.

III. Fees and Costs.

Work performed for prosecution services shall be billed at the flat monthly rate of Twelve Thousand Two Hundred Sixty Six Dollars (\$12,266), including all fees and expenses, beginning in January, 2011. The monthly retainer shall include up to ten RALJ appeals each calendar year. Additional appeals and work required or requested beyond contract term shall be billed at One Hundred Thirty Dollars (\$130) per hour.

Fees shall be adjusted by 90% of the increase for CPI-U (June), at the beginning of each calendar year, beginning January, 2012.

IV. Payment Terms

A service charge shall accrue at the rate of 12% per annum (1% per month) and be added to any balance remaining unpaid sixty (60) days after the statement date.

V. Office Resources

Office space for attorney and support staff will be provided at the Shoreline District Court as currently occupied. If this space or equivalent area of office space is unavailable at Shoreline District Court, the parties shall negotiate an increase in compensation equivalent to the fair market value of similar office space in Shoreline.

The City will provide one office desk, chair, printer/fax and one file cabinet. Internet and phone service and charges are the firm's or individual's responsibility.

The individuals or firms selected prosecute all defendants unless the Rules of Professional Responsibility prohibit representation of the City.

Representation will extend through final disposition and shall include any appeals filed and post conviction probation violations or sentence notification; or 60 days after a defendant has failed to appear at a mandatory hearing. Cases filed prior to contract term expiration will continue to be managed through final disposition, using the terms and conditions of the contract, regardless of date of final disposition.

Representation shall include defense of all counts arising from a single transaction or event and or charged in a single complaint.

**EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER**

17544 Midvale Ave., N. Shoreline, WA 98133 v (206) 546-1700 v Fax (206) 546-2200

Contract No. _____

Firm Name: _____

Mailing Address: _____

Invoice No.: _____ **Invoice Date:** _____

Amount of Invoice \$ _____

Contract Expiration Date: _____ Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount, <i>(including amendments)</i>	\$ _____	
Previously Billed		\$ _____
Current Invoice Request		\$ _____
Total Payments Requested to date	\$ _____	
Contract Balance Remaining	\$ _____	

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Attorney Signature

For Department Use Only

Approved for Payment:

City of Shoreline

Date: _____