

ORIGINAL



**CONTRACT FOR LEGAL SERVICES
Prosecuting Attorney**

ORIGINAL
AGREEMENT
MUNI SVCS DEPT COPY
Sarah Roberts
&
City of LFP
AG-01-002

This Agreement between the City of Lake Forest Park, a municipal corporation, ("City") and Sarah Roberts ("Attorney") is dated this 22nd day of August 2001.

CONTRACT TERMS

1. **Employment.** The City employs Attorney as Prosecuting Attorney for the City and the Attorney accepts such employment commencing July 31, 2001 on the following terms and conditions:
2. **Term.** The Attorney holds the position and shall serve as Prosecuting Attorney at the pleasure of the Mayor.
3. **Review.** A review of the terms of this contract shall be made annually each October starting in 2002 to coincide with the budget year.
4. **Services.**

The Prosecutor shall provide prosecution services to the City including:

Court appearance for arraignment calendars, pre-trial calendars, pretrial motions calendars, bench trial calendars, sentencing hearings, probation review hearings, contested infraction hearings where private counsel has served a Notice of Appearance on the Prosecutor, contested infraction hearings that require the presence of a police officer and tow hearings that require the presence of a police officer.

Court preparation includes: Review criminal filings for charging decision; contact officers regarding specific cases and request additional information/clarification; prepare, file and serve charging documents; review defendant's criminal history; provide discovery to defense counsel pursuant to CrRLJ 4.7; negotiate cases with private and public defense counsel; meet with witnesses and victims; research and draft written motions and briefing for pretrial and trial issues; subpoena witnesses; meet with the Domestic Violence Victims Advocate to discuss all domestic violence incidents reported in the City of Lake Forest Park; prepare witnesses for in-court testimony; prepare jury instructions; discuss specific cases with the Probation Officer to obtain/provide input; keep apprised of current caselaw and legislative updates.

Consultation with City Personnel: The Prosecutor shall be available for telephone contact with the Police Department on a 24-hour basis to discuss investigation procedures and apprise officers of applicable statutes and caselaw when appropriate. The Prosecutor shall update the Police Department on legislative changes and judicial interpretation of current law. The Prosecutor shall provide a minimum of one hour of formal police training when requested to do so by the Chief of Police. The Prosecutor shall also make herself reasonably available to other City personnel for discussions regarding interpretation of City code provisions utilized in criminal prosecution and provide suggestions regarding specific land use violation investigations.

Bi-Monthly Reports: The Prosecutor shall provide no less frequently than bi-monthly reports to the City Administrator, Mayor and City Council. These reports should, at a minimum, identify and report on the following subjects: legislative changes impacting the prosecution of violators; pending cases involving violations of the municipal code; legal ruling from the municipal court or appellate courts that impact police investigations or prosecution. The reports should also summarize the status of pending appeals whether initiated by defense counsel or the prosecutor. Pending cases involving unusual, interesting or high profile issues; issues regarding the necessity for police or code enforcement staff training should be identified and key issues summarized. The prosecutor should also identify any recommendations for changes to the LFPMC.

5. **Compensation.** The City shall pay to the Prosecutor the sum of Six Thousand Five Hundred Dollars (\$6,500.00) per month as a flat fee for the services outlined above in Section 1, "Scope of Services." This fee also includes appearances in court on Mondays from 9:00 a.m. to 5:00 p.m. and Wednesdays from 9:00 a.m. to 5:00 p.m. Prosecutor shall be available for court from 9:00 a.m. to 5:00 p.m. on the day immediately following the legal holiday.

In addition to the flat monthly fee, the City agrees to compensate the Prosecutor at a rate of \$250 per half-day for any appearances in court beyond the Monday and Wednesday appearances defined in the first paragraph of this section (4). This fee shall cover all special set matters scheduled by the court and/or Judge requiring the appearance of the Prosecutor. This fee shall also cover the Prosecutor's appearance at Jury trials held on Tuesday, Thursday, and Friday. Jury Trial appearance on Monday and Wednesday shall not be billed separately and shall be included in the flat fee as defined in the first paragraph of this section (4).

The City agrees to compensate the Prosecutor at a rate of \$100 per hour for time incurred in researching and drafting appellate briefs and for all mandatory court appearances associated with each appeal, including readiness hearings and oral argument. The prosecutor shall submit a monthly itemization of billable hours to the City with the Prosecutor's monthly billing statement.

6. **City Responsibilities.**

A. The City shall provide the Attorney with a small private work space within City Hall, basic office furnishings (desk, chair, file cabinet, bookshelf), a telephone, mail, mailing address, voice mail, and access to a copy machine and fax.

The City shall provide Prosecutor with a copy of the Municipal Code and amendment at no expense to the Prosecutor.


B. The City shall be responsible for the costs of prosecution and shall reimburse the Attorney for any reasonable out-of-pocket expenses, other than travel to and from the

courthouse, associated with the performance of her duties as allowed by applicable City policy and the adopted budget.

C. The City's police department will provide two copies of the police reports to the Prosecutor.

7. **Association of Counsel:** Any attorney associated with or employed by the Prosecutor shall have the authority to perform the services called for herein and the Prosecutor may employ such attorney at the Prosecutor's expense. The City reserves the right to notify the Prosecutor that an associated attorney is not performing to the City's satisfaction. If performance is not satisfactory within three months of the date notice originally given, the city may require attorney to use other associated counsel.
8. **Prosecutor Conflict of Interest:** In the event that a conflict of interest arises in the Prosecution of specific cases or specific defendants barring the Prosecutor's involvement in the case, the City shall obtain and pay for outside legal representation for the City.
9. **Contract Administrator.** The City Administrator shall administer this contract and the Attorney shall contact the City Administrator concerning issues regarding this contract.
10. **Status of Attorney.** The Attorney is an independent contractor responsible for all employment taxes, benefits, and other costs of doing business.
11. **Insurance.** The Attorney shall obtain and maintain professional liability insurance with coverage in the amount of not less than \$500,000.
12. **Termination.** The Attorney serves at the pleasure of the Mayor, but shall receive no less than thirty days' notice of termination. The Attorney may resign at any time, but agrees to continue to serve for a period of ninety days or until a replacement is secured, whichever is less. Notice under this paragraph shall be in writing to the Attorney's office at the City and to the City at the office of the City Administrator.

ATTORNEY

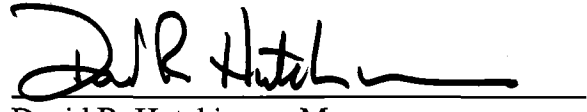


Sarah Roberts

8/22/01

Date

CITY OF LAKE FOREST PARK

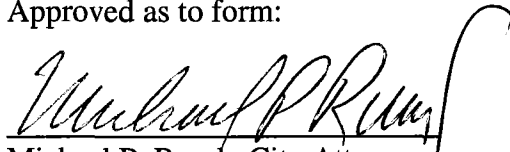


David R. Hutchinson, Mayor

8/22/01

Date

Approved as to form:



Michael P. Ruark, City Attorney