

CITY OF LAKE FOREST PARK
AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT is made and entered into by and between the **City of Lake Forest Park**, a Washington municipal corporation, hereinafter referred to as the “City,” and **Sarah Roberts, PLLC**, hereinafter referred to as the “Attorney” (and collectively the “Parties”), dated the last date signed below.

Attorney Address:	17553 15 th Ave NE, Shoreline, WA 98155
Attorney Phone:	206-364-2965
Contact Name:	Sarah Roberts
Attorney E-mail:	sarahmroberts@outlook.com
Authorized City Representative for this contract:	Phillip Hill, City Administrator phill@cityofLFP.gov

WHEREAS, public convenience and necessity require the City to obtain the services of a prosecuting attorney; and

WHEREAS, the City desires to retain the services of the Attorney to provide prosecution services for the City; and

WHEREAS, the City finds that the Attorney is qualified and experienced in providing prosecuting attorney 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 attached and incorporated herein as the same may be amended from time to time by written mutual consent (the “Prosecution Services”). In performing these Prosecution Services, the Attorney shall always comply with all federal, state and local laws, court rules and local 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. TERM

- a. The term of this Agreement shall commence May 1, 2026, and end at midnight on December 31, 2027.
- b. The Agreement will automatically renew for up to four (4) additional terms in one-

year increments for a total possible life of five terms (6 years).

3. COMPENSATION

- a. The City shall pay for Prosecution Services in the amounts described in Exhibit A. The amounts in Exhibit A cover all fees, infrastructure, systems and support necessary to perform the services agreed to herein.
- b. Each year, beginning January 1st, the rate set out in Exhibit A will be subject to a Cost-of-Living Adjustment (COLA) by the annual percentage growth in the June-to-June Seattle-Tacoma-Bellevue Consumer Price Index for All Urban Consumers, with a minimum COLA of 2% and a maximum of 5%.
- c. The City shall pay the Attorney for services rendered after receipt of a monthly itemized invoice. Payments will be processed within 30 (thirty) calendar days from receipt by the City. The Attorney shall submit all invoices for Exhibit A work electronically to ap@cityofflp.gov.
- d. The Attorney shall complete and return a W- 9 to the City prior to contract execution by the City.

4. TERMINATION

- a. The City reserves the right to terminate this Agreement at any time, with or without cause by giving sixty (60) calendar days' notice to Attorney in writing. If the City intends to terminate the Agreement at the end of the current term, written notice shall be sent sixty (60) calendar days prior to the end of the current term. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, 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 amounts due the City, if any, 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 not less than sixty (60) days written notice, or in the event outstanding invoices are not paid, within 30 days.
- d. If the Attorney is unavailable to perform the Professional Services, the City may, at its option, cancel this Agreement immediately.
- e. Termination on Cessation of the Municipal Court. In the event that the City chooses in its sole discretion to terminate its Municipal Court Services and contract with King County District Court instead, the City may terminate this Agreement by providing written notice to the Attorney and this Agreement will terminate within sixty (60) days, or such other time as the City and the Attorney may agree, but in no event shall the Agreement

extend beyond (1) year after written notice by the City to the Attorney.

- f. In the event of termination of this Agreement, the following obligations shall survive and continue: The provisions of sections 5 and 7.

5. OWNERSHIP OF DOCUMENTS, RECORD RETENTION, AND PUBLIC RECORDS

- a. All documents, recordings, data, and other products or materials produced by the Attorney in connection with the services rendered under this Agreement shall be considered property of the City. All such documents and materials shall be forwarded to the City at its request and may be used by the City as it sees fit.
- b. The Attorney shall preserve the confidentiality of all City documents and data accessed as required by Federal and State law and will preserve the confidentiality of Attorney's work product as governed by the Rules of Professional Conduct as promulgated by the Washington State Bar Association.
- c. Records Retention. The Attorney shall retain all case files in accordance with Washington State Law, including Chapter 40.14 RCW, and the Prosecuting Attorneys Records Retention Schedule in the Local Government Common Records Retention Schedule, as amended. The case files shall be maintained in an organized fashion and the Attorney shall maintain an index of all case files that shall include, at a minimum: the name of the defendant, the type of case, and the date of filing acting on the matter.
- d. Public Records Act.
 - (i) General. This Agreement and all public records associated with this Agreement shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW ("PRA"). The Attorney shall conduct, to the extent that public records then in the custody of the Attorney are needed by the City to respond to a disclosure request under the PRA, as determined solely by the City; the Attorney agrees to make those records promptly available to the City. The Attorney shall maintain the records with an index and in an organized fashion and shall provide assistance to the City in determining whether any portion of the public record may fall within an exemption to disclosure, such as: identification of confidential informants, ongoing investigations, witnesses, or attorney client privilege or work product.
 - (ii) Proprietary or Personal. If the Attorney considers any record or a portion of this contract or any other record to be personal, proprietary or otherwise exempt or protected from disclosure under the PRA, the Attorney shall clearly identify the record or any portion of the record that Attorney believes to be protected or exempt. If the City subsequently receives a disclosure request under the PRA to inspect or copy such information identified by the Attorney but determined by the City to require release pursuant to the PRA, the City's sole obligation shall be to notify the Attorney of the request and the date that the record will be released to the requester

unless the Attorney obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Attorney fails to timely obtain a court order enjoining disclosure, the City will release the requested record on the date specified. The City shall not be liable to the Attorney for any records that the City releases in compliance with the PRA, in compliance with this section, or in compliance with an order of a court of competent jurisdiction.

- (iii) The Attorney's failure to respond and timely provide requested records to the City after receiving notice from the City of a public records request shall be considered a material breach of the Agreement.

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, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, 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. GIFTS

The City's Purchasing Code of Ethics and Washington State law prohibit City officers and employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance, the Attorney shall not give a gift of any kind to City officials or employees.

8. PROFESSIONAL AND BUSINESS LICENSES

- a. The Attorney, at their sole expense, shall obtain and keep in force any and all necessary licenses, including licenses to practice law within the State of Washington, permits, and tax certificates.

- b. As mandated by LFPMC 5.02.030, the Attorney shall obtain a City of Lake Forest Park Business License prior to performing any services and maintain the business license in good standing throughout the term of its Agreement with the City.

9. INSURANCE

- a. Types and Amounts. 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 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).
 - i) 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.
 - (ii) Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. The Attorney shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City.
 - (iii) 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.
- b. Verification of Coverage. Attorney 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 under this Agreement before commencement of the work.
- c. Notice of cancellation. The Attorney shall provide the City with written notice of any policy cancellation within two business days of its receipt of such notice.
- d. Failure to maintain. Failure on the part of the Attorney 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 Consultant to correct the breach, immediately terminate the Agreement.
- e. Tail coverage. The Attorney shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Agreement. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Agreement or extension(s) thereof, but not filed during the term of the Agreement.

10. FORCE MAJEURE

Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision.

11. 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. This Agreement gives no rights or benefits to anyone other than the City and the Attorney and has no third-party beneficiaries.

12. 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 (except minimum age and retirement provisions), race, color, creed, national origin, citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, 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), citizenship or immigration status (except if authorized by federal or state law, regulation, or government contract), marital status, sexual orientation, honorably discharged veteran or military status, the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.

13. 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; or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Notices to the City:

City of Lake Forest Park
Attn: Phillip Hill
17425 Ballinger Way NE
Lake Forest Park, WA 98155
phill@cityofflp.gov

Notices to the Attorney:

Sarah Roberts, PLLC
Attn: Sarah Roberts
2400 NW 80th St., #284
Seattle, WA 98117-4449
sarahmroberts@outlook.com

14. NONWAIVER OF BREACH

The failure of the City to insist upon strict performance of any of the terms and conditions contained in this Agreement or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such terms and conditions and the same shall be and remain in full force and effect.

15. GOVERNING LAW VENUE

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington and the rules of the Washington State Supreme Court and the Washington State Bar Association, as applicable. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable Attorney's fees and costs from the other party. Venue for an action arising out of this Agreement shall be in King County Superior Court.

16. 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.

17. 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.

18. CAPTIONS

The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

19. COUNTERPART ORIGINALS

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

20. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of a Party represents and warrants that they are fully authorized to execute and deliver this Agreement on behalf of the Party for which they are signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable **in** accordance with its terms.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date last signed:

CITY OF LAKE FOREST PARK

SARAH ROBERTS, PLLC

Tom French, Mayor

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST

Matt McLean, City Clerk

Date: _____

APPROVE AS TO FORM

Kim Adams Pratt, City Attorney

Date: _____

EXHIBIT A
Prosecution Services

A. Scope of Services

1. Attorney shall ensure that Prosecution Services are provided on behalf of the City for individuals charged with misdemeanor or gross misdemeanors and civil infractions filed by the City of Lake Forest Park in Lake Forest Park Municipal Court. The Attorney's representation of the City will extend through final disposition and shall include any appeals filed, motions to vacate, and post-conviction probation violations or sentence notification. If a defendant fails to appear at a mandatory hearing, the Attorney's representation will continue while the case remains active. Representation shall include all counts arising from a single transaction or event and or charged in a single complaint.
2. Attorney shall provide all supplies and equipment and shall provide 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 attorneys shall be provided to prosecute cases during vacation and illness.
3. The following are Prosecution Services included in the Flat Fee (see section B. below):
 - Obtain access to TraCS provided by WSP and utilize such access to review criminal citations (NOCC) referred by City's police department and charging documents with the court.
 - Review criminal filings for charging decision and provide decision to LFPPD records for processing for cases that were not direct filed by LFPPD. Prosecutor will provide monthly reports to LFPPD records on status of cases referred to prosecutor that were not direct filed.
 - Contact officers regarding specific cases and request additional information/clarification;
 - Prepare, file and serve charging documents;
 - Submit written request for bail and/or conditions on matters where a determination of probable cause (PC) must be made no later than 48 hours following a person's arrest when court holds a hearing on days/times other than Monday or Wednesday mornings.
 - Review defendant's criminal history
 - Prepare pleas and pleadings;
 - Provide discovery to defense counsel and pro se individuals (the court clerk shall not be required to provide discovery to pro se individuals) pursuant to CrRLJ 4.7 and IRLJ 3.1; provide discovery re Automated Traffic Safety Camera Infractions to defense counsel and pro se individuals.
 - Negotiate cases with private and public defense counsel;
 - Meet and/or communicate with witnesses and victims;
 - Research and draft written motions and briefing for pretrial and trial issues;
 - Subpoena witnesses for criminal trials;
 - Subpoena speed measuring device experts;

- Prepare witnesses for in-court testimony;
 - Meet with the Domestic Violence Victims Advocate to discuss all domestic violence incidents reported in the City of Lake Forest Park;
 - Prepare jury instructions;
 - Discuss specific cases with the Probation Officer to obtain/provide input;
 - Attend and conduct the following hearings:
 - arraignment hearings
 - pre-trial hearings
 - sentencing hearings
 - motion hearings including pretrial motions
 - motion to vacate conviction (may be reviewed administratively by court upon Attorney review and approval as to form.)
 - probation review hearings
 - in-custody hearings
 - warrant quash and expired warrant hearings
 - Jury readiness hearings and CrRLJ 3.5 and 3.6 motion hearings
 - bench trials
 - vehicle impound hearings that require the presence of a police officer
 - contested infraction hearings when private counsel has served a Notice of Appearance on the Attorney
 - contested infraction hearings that require the presence of a police officer and/or a speed measuring device expert
 - contested photo enforcement hearings that require the presence of a police officer and/or a speed measuring device expert
 - contested photo enforcement hearings when private counsel has served a notice of appearance on the attorney
 - jury trial appearances
 - Keep apprised of current caselaw and legislative updates.
 - Consult with the City Administrator and the Municipal Court regarding administrative matters, high profile cases, suggested changes to the Lake Forest Park Municipal Code, performance, monitor performance benchmarks, other issues of common concern.
 - Discussion with the City Administrator at the end of each annual term of the Agreement to discuss any issues with the Agreement or services provided over the preceding year.
 - Attorney shall maintain records documenting all Prosecution Services performed under this Agreement.
4. This Agreement does not include the following services:
- Appearing at any mitigation hearings in Court involving Automated Traffic Safety Cameras.
 - Representation at in-custody hearings held at any jail or custodial facility outside of City Hall
 - Domestic Violence Advocacy Services

5. The Attorney's presence is required as follows:

Every Monday and Wednesday from 9:00 a.m to 1:00 p.m and the day immediately following a legal holiday when the holiday falls on a Monday or Wednesday that results in court closure

On the first Monday of the month from 1:00 p.m. to 5:00 p.m. and the Monday two weeks following attend and conduct contested traffic infraction hearings when private counsel has served a Notice of Appearance on Attorney or when a police officer or speed measuring device expert has been subpoenaed. The Attorney's presence on photo enforcement hearings is required when an attorney has filed a notice of appearance or when a police officer or speed measuring device expert has been subpoenaed. The attorney's presence on vehicle impound hearings is required when the presence of a police officer is required.

One Wednesday per month from 1:00 p.m. to 5:00 p.m. attend and conduct Jury readiness hearings and CrRLJ 3.5 and 3.6 motion hearings. If the Court deems it necessary to set additional hearings listed in paragraph 3, above, the Attorney will appear between 1:00 p.m. and 5:00 p.m. on one additional Wednesday afternoon per month.

B. Compensation

1. Flat Fee. The City shall pay the Attorney the sum of Eighteen Thousand Dollars (\$18,000.00) per month as a flat fee for the services described in Section A above (the "Flat Fee"). Three thousand Dollars (\$3,000) per month of the Flat Fee is specifically for prosecution services related to traffic camera violations other than for stoplight violations and school speed zone violations.
2. Other Fees. In addition to the Flat Fee, the City agrees to compensate the Attorney the following for professional services in addition to those described in Section A as follows:
 - (i) The City agrees to compensate the Attorney at a rate of Five Hundred and 00/100 Dollars \$500.00 per hour at 6-minute increments for any appearances in court beyond the Monday and Wednesday appearances identified in Section A ("Court Appearance Rate"). The Court Appearance Rate shall cover all special set matters scheduled by the court and/or Municipal Court Judge requiring mandatory appearance of the Attorney.
 - (ii) The City agrees to compensate the Attorney at a rate of Two Hundred Fifty Dollars and 00/100 (\$250.00) per hour for all jury trials held on Tuesday, Thursday, and Friday ("Jury Trial Rate"). Jury trial appearances on Monday and Wednesday are included in the Flat Fee and shall not be billed separately.
 - (iii) The City agrees to compensate the Attorney at a rate of Three Hundred Dollars and 00/100 (\$300.00) per hour for time incurred in researching and drafting appellate briefs for Lake Forest Park Municipal Court cases in King County Superior Court and the Court of Appeals, all mandatory court appearances associated with each of these

appeals, including readiness hearings and oral arguments.

(iv) Any appeals to the Washington State Supreme Court or Federal Court are not covered in this Agreement and will be separately negotiated between the City and Attorney. Attorney shall consult with the City before initiating appeals to Washington State Supreme Court or Federal Court.

3. Conflict. In the event that a conflict of interest arises in the prosecution of specific cases or specific defendants barring the Attorney's involvement in the case, the City shall obtain and pay for outside legal representation for the City.

C. Associated Counsel

1. Any counsel associated with, contracted or employed by the Attorney shall have the authority to perform the services set forth in this Exhibit A. Attorney and all associates or attorneys who perform the services set forth in this Agreement shall be admitted to the practice pursuant to the rules of the Supreme Court of the State of Washington and will at all times remain members in good standing of the Washington State Bar.
2. Attorney shall be responsible for this Agreement, notwithstanding that other counsel may be employed or associated by the Attorney to perform services hereunder. The Attorney shall actively supervise associated and employed counsel throughout the term of this Agreement and during any renewals or extensions, to ensure that all cases are promptly and effectively handled. Sufficient counsel shall be provided to prosecute cases during vacation and illness.

D. City Responsibilities

To facilitate the Prosecution Services provided under the Agreement, the City has the following responsibilities:

1. The City agrees to provide to Attorney direct access to the ATSC portal to allow access to all relevant documents the Municipal Court Judge deems necessary to provide to defendants in discovery. If Attorney is unable to access the necessary documents, the City agrees to provide these documents to Attorney through the police department.
2. The City's police department will provide electronic copies of all police reports, certified copy of driving record, body worn camera video, in-car camera video and any additional evidence to the Attorney.
3. The City shall notify Attorney of any amendments or adoptions to the Lake Forest Park Municipal Code that may relate to the Prosecution Services.