

COUNCIL AGENDA SYNOPSIS



| | | | | |
|---------------------|--------------------|-----------------------|-----------------------|------------------------------------|
| -----Initials----- | | | | ITEM No. 5.C. |
| <i>Meeting Date</i> | <i>Prepared by</i> | <i>Mayor's review</i> | <i>Council review</i> | |
| 08/20/18 | CT | <i>CS</i> | <i>h</i> | |
| | | | | |
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ITEM INFORMATION

| | | | |
|--|---|--|--|
| STAFF SPONSOR: DAVID CLINE | | ORIGINAL AGENDA DATE: 08/06/18 | |
| AGENDA ITEM TITLE Amendment to Kenyon Disend Contract for City Attorney Services Contract for Prosecution Services with the Walls Law Firm | | | |
| CATEGORY | <input type="checkbox"/> Discussion <i>Mtg Date</i> | <input checked="" type="checkbox"/> Motion <i>Mtg Date 08/20/18</i> | <input type="checkbox"/> Resolution <i>Mtg Date</i> |
| | <input type="checkbox"/> Ordinance <i>Mtg Date</i> | <input type="checkbox"/> Bid Award <i>Mtg Date</i> | <input type="checkbox"/> Public Hearing <i>Mtg Date</i> |
| | <input type="checkbox"/> Other <i>Mtg Date</i> | | |
| SPONSOR <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> HR <input type="checkbox"/> DCD <input type="checkbox"/> Finance <input type="checkbox"/> Fire <input type="checkbox"/> TS <input type="checkbox"/> P&R <input type="checkbox"/> Police <input type="checkbox"/> PW <input type="checkbox"/> Court | | | |
| SPONSOR'S SUMMARY | | <p>The Kenyon Disend contract amendment reflects no longer providing prosecution services and a reduction in monthly compensation from \$46,436 to \$33,436.</p> <p>The City will contract with the Walls Law Firm for prosecution services for a flat rate of \$13,500 per month.</p> | |
| REVIEWED BY | <input type="checkbox"/> C.O.W. Mtg. | <input type="checkbox"/> CDN Comm | <input type="checkbox"/> Finance Comm. |
| | <input type="checkbox"/> Trans & Infrastructure | <input type="checkbox"/> Arts Comm. | <input checked="" type="checkbox"/> Public Safety Comm. |
| | <input type="checkbox"/> Parks Comm. | <input type="checkbox"/> Planning Comm. | |
| DATE: | 08/06/18 | COMMITTEE CHAIR: HOUGARDY | |
| RECOMMENDATIONS: | | | |
| SPONSOR/ADMIN. | | Mayor's Office | |
| COMMITTEE | | Unanimous Approval; Forward to Consent Agenda on 08/20/18 | |
| COST IMPACT / FUND SOURCE | | | |
| EXPENDITURE REQUIRED | | AMOUNT BUDGETED | |
| \$ | | \$ | |
| APPROPRIATION REQUIRED | | \$ | |
| Fund Source: | | | |
| Comments: | | | |
| MTG. DATE | RECORD OF COUNCIL ACTION | | |
| 08/20/18 | | | |
| | | | |
| | | | |
| MTG. DATE | ATTACHMENTS | | |
| 08/20/18 | Informational Memorandum dated 08/01/18 | | |
| | Kenyon Disend PLLC Contract Amendment #1 | | |
| | Contract for Prosecution Services with Walls Law Firm | | |
| | Minutes from the Public Safety Committee meeting of 08/06/18 | | |
| | | | |
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INFORMATIONAL MEMORANDUM

TO: Mayor Ekberg
Public Safety Committee

FROM: David Cline, City Administrator

DATE: August 1, 2018

SUBJECT: Kenyon Disend, PLLC Contract Amendment
Contract for Prosecution Services

BACKGROUND

The City contracts with Kenyon Disend, PLLC for City Attorney services, which has included a provision for prosecution services. For the past several years Kenyon Disend has sub-contracted prosecution services out to the Walls Law Firm.

DISCUSSION

As of September 1, 2018 Kenyon Disend will no longer be sub-contracting out prosecution services. The attached contract amendment reflects the discontinuation of prosecution services and a corresponding reduction to the monthly compensation from \$46,436 per month to \$33,436.

To ensure continuation of prosecution services, the City is proposing to contract directly with the Walls Law Firm for prosecution services effective September 1, 2018 through December 31, 2018 for \$13,500 per month. The City plans to post a Request for Proposals (RFP) for Prosecution Services for the 2019-2020 biennium. The RFP will be posted August 22, 2018 and all proposals will be due by 5 PM September 21, 2018.

RECOMMENDATION

It is recommended that both contracts be forwarded to the consent agenda of the August 20, 2018 City Council meeting for approval and authorization for execution by the Mayor.

ATTACHMENTS

Draft Contract Amendment for Kenyon Disend PLLC for City Attorney Services
Draft Contract with the Walls Law Firm for Prosecution Services



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

**CONTRACT FOR SERVICES
Amendment #1**

Between the City of Tukwila and Kenyon Disend PLLC

That portion of Contract No. 16-183 between the City of Tukwila and Kenyon Disend is hereby amended as follows:

1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit A-1 attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. Such local rules and ordinances shall include, but not be limited to, the City Code of Ethics, as set forth in Ordinance No. 2068. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B-1 attached hereto and incorporated herein by this reference.

All other provisions of the contract shall remain in full force and effect.

Dated this _____ day of _____, 2018.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

Michael R. Kenyon
Managing Member

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

Christy O'Flaherty, MMC, City Clerk

Office of the City Attorney

EXHIBIT A – 1
SCOPE OF SERVICES

Contractor agrees to provide a level of service equal to or greater than the level of service provided by an in-house city attorney office consisting of one city attorney and one assistant city attorney/prosecutor.

In particular, Contractor agrees to:

1. Provide general city attorney services, which include but are not limited to:

- A. Attend regular meetings of the City Council;
- B. Attend Executive Sessions and special meetings of the City Council, Committee of the Whole, Committee meetings, and meetings of City Boards and Commissions, upon request;
- C. Prepare or review ordinances, resolutions, contracts, interlocal agreements, and other city documents or materials as requested;
- D. Practice “preventative law” in the form of regular consultation with staff and elected officials, and maintenance of between 20 and 25 “office hours” each week at City Hall, exclusive of prosecutor time;
- E. Provide special classes and/or seminars for staff, elected officials, Boards, and Commissions on issues including, but not limited to, ethics, conflict of interest, and the appearance of fairness doctrine.
- F. Except as set forth in Section 3, defend litigation brought against the City;
- G. Defend or initiate administrative hearings involving the City including, but not limited to, drug forfeiture and seizure hearings, code enforcement, and similar matters;
- H. Such other general city attorney matters as are assigned;
- I. Provision of cellular telephones to all attorneys employed by Contractor, and a list of such telephone numbers to the City;
- J. Comprehensive Internet and remote access capability, including e-mail, linking Contractor’s office with City Hall; and
- K. Oversight and coordination of the City Clerk’s Office.

~~2. Provide city prosecution services, which include but are not limited to:~~

~~_____ L. Review, determine filing decision, and file all Tukwila Police Department reports involving misdemeanor and gross misdemeanor crimes, and represent the City on all contested traffic hearings;~~

~~_____ M. Regularly consult with and train police department personnel on selected legal issues, and attend police department administrative staff meetings as requested;~~

~~_____ N. File and defend appeals of municipal court decisions; and~~

~~_____ O. Such other city prosecution matters as are assigned.~~

3. Provide City Attorney services for litigation and contested administrative proceedings, which include but are not limited to:

- P. Initiation and defense of litigation and contested administrative proceedings on the City's behalf. Contractor shall be compensated for such litigation and contested administrative proceedings as Separate Matters under paragraph 2 of Exhibit B.

4. Provide Special Services, which include but are not limited to:

- Q. Other specialized municipal law services; provided, however, that any such Special Services shall first be authorized by the Mayor and shall be subject to paragraph 3 of Exhibit B regarding compensation.

5. Provide paralegal services, which include but are not limited to:

- R. General paralegal support for the City Attorney and for the prosecuting attorney equivalent to one FTE.

6. It is understood and agreed that the City Attorney shall not provide private legal services to any employee of the City of Tukwila during the term of this agreement.

EXHIBIT B – 1
COMPENSATION AND METHOD OF PAYMENT

1. For 2018, for all general city attorney ~~and city prosecutor services~~ set forth in paragraphs 1 and 2 of Exhibit A, Contractor shall be paid a flat monthly fee of ~~\$46,436.00~~, \$33,436.00 plus extraordinary expenses. Extraordinary expenses shall include court filing fees, deposition and other discovery costs, parking, mileage costs other than to and from City Hall or other locations within the City, and other similar expenses advanced by Contractor on City's behalf. Extraordinary expenses shall not include routine photocopying, fax, or long-distance telephone charges.

2. All litigation and administrative proceeding services set forth in paragraph 3 of Exhibit A shall be considered to be Separate Matters. Contractor shall maintain its current practice of providing individual monthly billing statements for each Separate Matter. Separate Matters mean (a) each individual civil action filed by or against the City, except that multiple condemnation lawsuits related to the same project shall constitute only one Separate Matter, (b) all Code Enforcement matters collectively conducted before the Hearing Examiner or in Court, but not including general code enforcement services which shall be included in Contractor's flat monthly fee, (c) all criminal appeals collectively filed by or against the City, (d) all significant projects which require specialized knowledge and hours expended outside of the regular office hours for that attorney; and (e) all drug or other forfeiture matters collectively filed by or against the City. Contractor shall include within the monthly flat fee, and shall not otherwise bill the City for, the first \$5,000 expended on any Separate Matter as computed at Contractor's normal hourly rates for 2017 and 2018. Thereafter, and for each such Separate Matter, Contractor shall be paid its normal hourly rates for 2017 and 2018. A copy of Contractor's hourly rates for 2017 is attached hereto. Rates for 2018 shall be provided to the City by October 1, 2017.

3. Special Services, if any, shall first be approved by the Mayor and City Council after negotiation regarding (1) whether additional compensation is fair and equitable for such Special Services and, if so, (2) the amount and manner of payment (e.g., flat fee, hourly, other) for such Special Services.



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and Walls Law Firm hereinafter referred to as “the Contractor.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, ordinances and rules applicable to the performance of such services and the handling of any funds used in connection therewith including the provisions of the Washington Supreme Court Order 25700-A-1013 and the public defense standards adopted by the City pursuant to TMC 2.70. Compliance with these standards goes to the essence of this Agreement. The Contractor shall request and obtain prior written approval from the City if the scope of services is to be modified in any way.
- Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference.
- Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing **September 1, 2018** and ending **December 31, 2018** unless sooner terminated under the provisions hereinafter specified or extended by the express written consent of Contractor and the Mayor or his designee.
- Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. 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 Contractor, or any employee of the Contractor.
- Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, agents, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

6. **Insurance.** The Contractor 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. **Professional Liability Insurance:** The Contractor shall procure and maintain in full force throughout the duration of this Agreement Professional Liability insurance with a minimum coverage of \$1,000,000 per claim and \$3,000,000 aggregate. Contractor shall provide evidence of such coverage in a manner and form acceptable to the City in the City's sole discretion. Cancellation of the required insurance shall automatically result in termination of this Agreement.
2. **Automobile Liability:** The Contractor shall procure and maintain in full force throughout the duration of this Agreement Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover 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.
3. **Commercial General Liability:** The Contractor shall procure and maintain in full force throughout the duration of this Agreement Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-

Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

4. **Workers' Compensation:** The Contractor shall procure and maintain Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

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

D. **Verification of Coverage.** Contractor 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 Contractor before commencement of the work.

E. **Subcontractors.** The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

F. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

7. **Record Keeping and Reporting.**

A. The Contractor 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 in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

8. **Audits and Inspections.** 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 law during the performance of this Agreement, to the extent permitted by law.

9. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

10. **Discrimination Prohibited.** The Contractor, with regard to the services to be provided under this agreement, shall not discriminate against any employee, applicant for employment, on the basis of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity,

marital status, political affiliation or the presence of any sensory, mental or physical disability in the selection and retention of employees or procurement of materials or supplies.

- 11. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.
- 12. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
- 13. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

- 14. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
 6200 Southcenter Blvd.
 Tukwila, Washington 98188

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

Walls Law Firm
 16300 Christensen Rd
 Tukwila, WA 98188

- 15. **Applicable Law; Venue; Attorney’s 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 properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

DATED this _____ day of _____, 2018.

CITY OF TUKWILA

WALLS LAW FIRM

 Allan Ekberg, Mayor

 Name, Attorney, WSBA No.

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

 Christy O’Flaherty, City Clerk

 Rachel Turpin, City Attorney

EXHIBIT A - SCOPE OF SERVICES

1. Review, make filing decisions, and file all Tukwila Police Department reports involving misdemeanor and gross misdemeanor crimes and represent the City on all contested traffic hearings.
2. Appear at all criminal calendars in Tukwila Municipal Court on behalf of the City of Tukwila including but not limited to: in-custody/out-of-custody arraignments, pre-trial hearings and motions, readiness hearings, bench and/or jury trials, sentencings, review hearings and appeals.
3. Conduct investigations, contact witnesses, conduct plea bargain negotiations and make appropriate plea offers consistent with the laws and regulations as well as City of Tukwila standards and policies, make sentencing and bail recommendations to the Court, prepare and present legal memoranda, subpoenas, jury and other related materials, argue motions, represent the City at restitution hearings, conduct bench and/or jury trials.
4. Administrative functions relating to criminal prosecution and contested traffic hearings such as creation and maintenance of files, and completion of discovery requests. Files will be retained in accordance with the State of Washington records retention requirements.
5. Provide legal research, training and assistance to the Tukwila Police Department including statutory interpretation, enforcement issues and case decisions. Attend police department administrative staff meetings as requested.
6. File and defend appeals of municipal court decisions.
7. Contractor agrees to attend seven (7) hours of prosecution focused training each year. This requirement also applies to all associate counsel. Each Attorney will submit a copy of their Continuing Legal Education (CLE) Credits transcript from the Washington State Bar Association (WSBA) with the Annual Report.
8. Reporting: Contractor agrees to submit the following reports:
 - Monthly Statistics Reports: This report shall take substantially the same form as that attached hereto as Exhibit C and shall be submitted with the monthly invoice;
 - An Annual Report detailing the number of cases filed for the year, the number of cases referred for pre-filing diversion, the number of cases where pre-filing diversion was successfully completed, the number of cases where stipulated orders of continuance or deferred prosecution was agreed to and the number of cases dismissed.

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

1. For all prosecution services set forth in Exhibit A, Contractor shall be paid a flat monthly fee of \$13,500.
2. The Contractor shall invoice the City by the 10th day of each month for the previous month services.

DRAFT

EXHIBIT C – PROSECUTION MONTHLY REPORT

| | | |
|---|------------|--------------|
| CASES | | |
| New Filings | | |
| PRE-FILING DIVERSION | | |
| Referred for pre-filing diversion | | |
| Successful completion of pre-filing diversion | | |
| DISPOSITIONS | | |
| Deferred Prosecution | | |
| SOC/ Pre-Trial Diversion Agreement | | |
| DWLS 3 Amended to Infraction | | |
| Dismissals prior to Readiness | | |
| TRIALS | SET | TRIED |
| Stipulated Facts Trial | | |
| Bench Trial | | |
| Jury Trial | | |
| Dismissals – Post Readiness/Day of Trial | | |



PUBLIC SAFETY COMMITTEE

Meeting Minutes

August 6, 2018 – 5:30 p.m. – Hazelnut Conference Room, City Hall

Councilmembers: Kathy Hougardy, Chair; Dennis Robertson, Thomas McLeod
Staff: David Cline, Bruce Linton, Bill Devlin, Brandon Miles, Jay Wittwer, Don Tomaso, Kim Walden, Trish Kinlow, Laurel Humphrey
Guests: Justine Kim, Shiels Oblatz Johnsen; Steve Goldblatt, Public Safety Plan Program Management Quality Assurance Consultant; Joe Duffie, resident; Jeff Moser & John Kleba, Knox Company

CALL TO ORDER: Chair Hougardy called the meeting to order at 5:30 p.m.

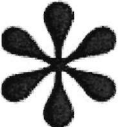
I. ANNOUNCEMENT

II. BUSINESS AGENDA

A. Contract Amendment: Demolition Services for Justice Center

Staff is seeking Council approval of Amendment No. 2 with BNBuilders in the amount of \$134,571 for demolition of the property located at 14835 Tukwila International Boulevard. The 6,600 square foot building is vacant and attracting squatters, vermin and associated public health problems including small fires. BNBuilders has received competitive bids for the demolition and staff would like to expedite this contract so the demolition can occur as soon as possible. The cost is budgeted in the Plan and the Program Management Quality Assurance consultant concurs with the amendment. **UNANIMOUS APPROVAL. FORWARD TO AUGUST 6, 2018 REGULAR MEETING.**

B. Contracts: Legal and Prosecution Services

 Staff is seeking Council approval of a contract amendment with Kenyon Disend, PLLC in the amount of \$33,436 per month for City Attorney services. In addition, because Kenyon Disend will no longer be sub-contracting out prosecution services, staff is seeking a contract with the Walls Law Firm in the amount of \$13,500 per month for a term ending December 31, 2018. The City plans to issue an RFP for prosecution services for 2019-2020. The Kenyon Disend contract amendment shows a cost reduction due to the removal of the prosecution service subcontract. Committee members expressed support for the RFP process and indicated that cost should not be the only factor evaluated in an effort to obtain high quality services. **UNANIMOUS APPROVAL. FORWARD TO AUGUST 20, 2018 REGULAR CONSENT AGENDA.**