



City of Seattle

Consultant Contract Cover Page

Place this cover page on top of the contract package, and post package into Summit.
 Transmit an original Contract with this Cover page to City Clerk.
 Seattle City Clerk MS: CH-03-10 3rd Floor City Hall

Agreement #	/ Amendment #	/ P.O. #
Consultant Legal Business Name	National Center for State Courts	
Consultant Doing Business As Name	NCSC	
Contract Title	Criminal Division Re-Org	
Execution Date (last signature)	November 11, 2013	
Contract Expiration	<input checked="" type="checkbox"/> When work is done <input type="checkbox"/> Specified Date _____	
Department / Division	Law Department/Criminal Division	
Department Contact/Phone	Brialle Engelhart, Office Manager (206) 684-7731	
Contract Type (check one)	<input checked="" type="checkbox"/> Standard (Non-Roster) <input type="checkbox"/> Roster Agreement	
Solicitation Type check one	<input type="checkbox"/> Advertisement <input type="checkbox"/> Roster (Informal Solicitation or Direct Selection from Roster) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency <input type="checkbox"/> Adverse Effect <input checked="" type="checkbox"/> Direct Appointment (under \$44,000)	
Amendment Reason check all that apply	<input type="checkbox"/> Time Extension <input type="checkbox"/> Revised Scope of Work <input type="checkbox"/> Revised Payment <input type="checkbox"/> Other:	

Original Contract Amount	\$ 5,000.00
Total for this Amendment	\$ N/A
Amended Amounts to date	\$ N/A
TOTAL CONTRACT AMOUNT	\$ 5,000.00

CITY OF SEATTLE
CONSULTANT SERVICES AGREEMENT
Criminal Division Re-Org

THIS AGREEMENT is made and entered into by and between The City of Seattle ("the City"), a Washington municipal corporation, through its Law Department, as represented by the City Attorney, and National Center for State Courts located at 707 17th Street Suite 2900 Denver, CO 80202-3429 ("Consultant"), a non-profit of the District of Columbia and authorized to do business in the State of Washington.

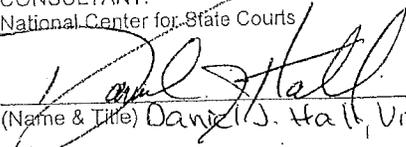
1. **SCOPE OF SERVICES:**
Provide consulting services regarding the Criminal Division's current organizational structure and workflow, and provide feedback on the Criminal Division's suggested changes to the same.
2. **TERM OF AGREEMENT:**
The term of this Agreement shall begin when fully executed by all parties, and shall end when all work is acknowledged as completed and accepted by the City of Seattle, unless amended by written agreement or terminated earlier pursuant to the provisions hereof.
3. **PAYMENT:** The City agrees to compensate National Center for State Courts (NCSC) a total of \$5,000 upon completion of the consulting services by November 27, 2013. NCSC will submit one invoice not to exceed \$5,000 to the City of Seattle Law Department, c/o Craig Sims, P.O. Box 94667, Seattle, WA 98124. Payment will be made within 30 days. If this contract must be amended; the total after amendment must not exceed \$8,000.00.
4. **LIABILITY:** The Consultant shall defend, indemnify, and hold the City and its employees and agents harmless from all losses, liabilities, claims, costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Consultant's performance of the services contemplated by this Agreement to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Agreement by the Consultant, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Consultant waives any immunity it may have or any limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar law. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.
5. **INSURANCE:** No insurance certificate is required. However, the Consultant agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by consultants performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages and/or limits required by Washington state law. Such insurance shall include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability. Workers compensation insurance shall also be maintained if required by Washington state law.
6. **CONTRACTUAL RELATIONSHIP:** The Consultant is an independent contractor. This Agreement does not authorize Consultant to act as the agent or legal representative of the City for any purpose whatsoever. Consultant is not granted any express or implied right or authority to assume or to create any obligation or responsibility in behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.
7. **NON-DISCRIMINATION EMPLOYMENT AND SERVICE:** The Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall take affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. Any violation of the requirements above shall be a material breach of Agreement for which the Consultant may be subject to damages and sanctions provided for by the Agreement and by applicable law, including but not limited to debarment from City contracting activities in accordance with SMC Ch. 20.70. The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Agreement.
8. **ASSIGNMENT:** The obligations conferred by this Agreement are personal in nature and Consultant may not assign or subcontract any work under this Agreement without the City's written consent.
9. **TERMINATION:** A) For City's Convenience: The City may terminate this Agreement at any time, without cause and for any reason including the City's convenience, upon written notice to the Consultant. B) Actions Upon Termination: If the termination is not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but compensation shall not exceed the maximum amount allowed under the Agreement.
10. **CHANGES:** The City and/or Consultant may, from time to time, request changes in the scope of the services, time or locations of services provided by the Consultant. No such changes, including any increase or decrease in the amount of the Consultant's compensation, shall become effective unless and until they are agreed upon by the City and Consultant and incorporated into an Amendment signed by both parties.
11. **COMPLIANCE WITH LAWS:** Consultant shall at all times comply with all applicable laws, ordinances, rules and regulations and orders of the Federal Government, State of Washington, King County and The City of Seattle.

12. EXECUTORY AGREEMENT: This Agreement will not be considered valid until executed by the City and signed by the City Attorney or his/her authorized designee.
13. AUDIT: The Consultant shall permit the City to inspect and audit all pertinent books and records of the Consultant, any subconsultant, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in King County, Washington or other such reasonable location as the City selects. The Consultant shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. The Consultant shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONSULTANT:
National Center for State Courts

BY:


(Name & Title) Daniel S. Hall, Vice President

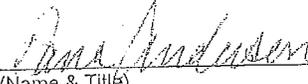
National Center for State Courts
707 17th St Suite 2900
Denver, CO 80202-3429

DATE:

11/11/13

CONTRACT AUTHORITY
City of Seattle/Law Department

BY:


(Name & Title)

Dana Anderson, Administrator
City of Seattle Law Department
PO Box 94769
Seattle, WA 98124-4769

DATE:

Nov. 7, 2013

City of Seattle Business License Number: Contract is for \$5,000.00 and Consultant has not done other business in the City of Seattle during 2013; license is not required.

WA State Unified Business Identifier Number (UBI): UBI # 602 926 071

Attachment: Final Consultant Contract Payments Reporting form