



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	Kris Cappel Seabold Group	
Consultant Doing Business As Name		
Contract Title	Simmons Investigation	
Execution Date (last signature)	9/4/2014	
Contract Expiration	<input checked="" type="checkbox"/> When work is done <input type="checkbox"/> Specified Date _____	
Department / Division	Law/Civil	
Department Contact/Phone	Paul Olsen 206.684.8218	
Contract Type (check one)	<input checked="" type="checkbox"/> Legal <input 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 type="checkbox"/> Direct Appointment (under \$47,000)	
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	\$ 4,500.00
Total for this Amendment	\$ N/A
Amended Amounts to date	\$ N/A
TOTAL CONTRACT AMOUNT	\$



Seattle City Attorney

Peter S. Holmes

Jean Boler
Civil Division Chief
(206) 684-8207
Jean.Boler@Seattle.gov

August 18, 2014

Via email only to kcappel@seaboldgroup.com

Kris Cappel, JD Principal
Seabold Group
4039 21st Ave. W.
Suite 100
Seattle, WA 98199

Re: Simmons Investigation

Dear Ms. Cappel:

Thank you for agreeing to conduct an employment-related investigation on behalf of the Seattle City Attorney's Office for the Seattle Fire Department. You will be the primary investigator, and you will provide services at \$225 per hour. Out-of-pocket expenses will be covered. Your fees and costs will be paid on a monthly basis upon the City's receipt of an itemized bill. The charges for your services are to not exceed \$4,500 without prior authorization from this office.

You shall work with Paul Olsen and any staff, or other representatives, as are directed by the attorneys in the City Attorney's Office in order to assist legal counsel in providing legal advice to the City. All work under this Agreement is in anticipation of litigation, including settlement or alternative dispute resolution. Work under this Agreement is strictly confidential and subject to Attorney Work Product Doctrine, Self-Evaluation Privilege, and other statutory and common law privileges and public records disclosure exemptions. At this time, it is the intention of the City Attorney's Office to keep, to the fullest extent possible under the law, all written and oral communications between the Investigator and the City, its employees and other consultants, confidential under the attorney-client privilege and attorney work product doctrine.

We are including for your review and retention a statement of the Law Department's billing procedures for Investigators (Attachment A). These procedures contain standard language that is required by the City's contracting ordinances, as well as terms required by the City Attorney.

Paul Olsen will be your primary contact in the City Attorney's Office, and may be reached at (206) 684-8218. If you accept this arrangement, please sign below and return the original to me. Please feel free to contact me if you have questions regarding the nature of this engagement or City procedure.

Kris Cappel
Seabold Group
August 18, 2014
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We look forward to working with you.

Sincerely,

PETER S. HOLMES
Seattle City Attorney

By:



Jean M. Boler
Civil Division Chief

Attachment

Accepted by:

Signature

Printed Name



Kris Cappel

Date

9/4/14

**Seattle City Attorney
Investigator General Terms and Billing Procedures
Attachment A**

As used in this Attachment A, “Investigator” means any individual, other than an employee of the City of Seattle, or any law firm hired by the Seattle City Attorney to provide investigative services to the City of Seattle and/or officers and employees of the City of Seattle. An investigator does not act as an attorney for the City and does not provide legal advice or representation.

I. Confidential Communication

All communications relating to the investigation of the City and its employees between the Investigator and the City Attorney’s Office, its officers, employees or agents, whether oral or written, and all documentation whether prepared by Investigator for the City Attorney’s Office shall be considered confidential and shall not be disclosed except as required by law.

IV. City Code of Ethics and Professional Conduct

- A. The reputation of the City and its officers and employees is of high importance to the City. All counsel representing the City and its officers and employees are expected to maintain high standards of professional conduct and must behave at all times throughout the representation with integrity.
- B. Investigator shall comply with all provisions of the Seattle City Code of Ethics (Seattle Municipal Code Title 4 Chapter 16) applicable to Investigator.
- C. Investigator shall be mindful of the requirements of SMC 4.16.070(3) in providing any free legal services to individual City employees and should notify the City Attorney in advance of providing any free legal services to individual City employees.

V. Billing Procedures for Investigator

- A. Billings by Investigator must be submitted on a monthly basis and will be paid within thirty (30) days of submittal.
- B. Unless otherwise agreed upon in advance in writing, the City will be charged for services rendered on an hourly basis and billings will be reflected in increments of one-quarter of an hour or less.
- C. Approved out-of-pocket expenses will be reimbursed at cost.

- D. Each billing statement must be set forth for each date services were performed and the following:
- (1) A brief summary of the services provided specified by task; block billing is not acceptable;
 - (2) The number of hours, or fractions of hours, spent by each provider;
 - (3) The hourly rates of each of the providers;
 - (4) Any costs or expenses submitted for reimbursement must be verifiable with an invoice or other back-up documentation. Expenses and disbursements must be described in detail and comply with the following:
 - (a) Air travel must be approved by the City in advance and is reimbursable at coach rates;
 - (b) Other travel expense reimbursement will be consistent with the requirements of SMC 4.72.010 governing travel expenses for City employees;
 - (c) The City must not be charged for courier service or other expedited mail delivery unless the urgency was caused by the City or the City requests the service;
 - (d) The City will not pay for computer research provider costs;
 - (e) The City will not pay costs that should be part of the firm's overhead such as phone calls, copies, courier services and postage;
 - (5) Billings for experts or consultants retained by Investigator must be provided in substantially similar format as outlined above;
 - (6) Investigator bills are subject to public disclosure. Investigator should avoid including privileged information in billings that would have to be redacted in the event of a public disclosure request.
- E. Any changes in Investigator's fee schedule must be discussed with the City Attorney prior to implementation.
- G. The City must not be billed for any time spent in preparing or reviewing the firm's billings to the City or in internal firm quality control procedures.
- H. Unless approved in advance, the City will not reimburse for time spent by more than one Investigator attending meetings, witness interviews, depositions, hearings and the like.

- I. Investigator will keep accurate records and books for all work provided under this agreement with the City. At the City's request and at the City's cost, Investigator will permit the City to inspect and audit all pertinent books and records of counsel related to the work performed for and charged to the City, 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.

VI. Audit

Investigator must keep adequate and accurate records supporting all amounts invoiced to the City, and must maintain such records for at least six years following completion of any work. Investigator shall allow the City Auditor to review and audit all records relating to services provided under the contract with the City.

VII. Equal Employment Opportunity and Outreach

- A. Investigator 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. Investigator 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.
- B. If Investigator will hire employees for any work under the agreement, or if counsel will subcontract any work under the agreement (with City approval), Investigator shall make affirmative efforts to recruit minority and women candidates. Affirmative efforts may include the use of advertisements in publications directed to minority communities and other targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.
- C. By executing an agreement with the City, Investigator affirms that it complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of SMC Ch. 20.42. Any violation of the requirements of the provisions in this Section 7 shall be a material breach of Agreement for which Investigator 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.

VIII. Nondiscrimination in Employee Benefits

- A. Compliance with SMC Ch. 20.45: Investigator shall comply with the requirements of SMC Ch. 20.45 and Equal Benefit Program Rules implementing such requirements, under which counsel is obligated to provide the same or equivalent benefits (“equal benefits”) to its employees with domestic partners as Investigator provides to its employees with spouses. At the City’s request, Investigator shall provide complete information and verification of compliance with SMC Ch. 20.45. *(For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-4529 or review information at <http://cityofseattle.net/contract/equalbenefits/>.)*
- B. Remedies for Violations of SMC Ch. 20.45: Any violation of this Section 8 shall be a material breach of contract for which the City may:
- (1) Require Investigator to pay actual damages for each day that the counsel is in violation of SMC Ch. 20.45 during the term of the contract; or
 - (2) Terminate the contract; or
 - (3) Disqualify Investigator from bidding on or being awarded a City contract for a period of up to five (5) years; or
 - (4) Impose such other remedies as provided for in SMC Ch. 20.45.

IX. Other Terms

- A. Use of Recycled Content Paper: Investigator shall use, whenever practicable, recycled content paper on all documents submitted to the City.
- B. Americans with Disabilities Act: Investigator shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this contract.
- C. Fair Contracting Practices Ordinance: Investigator shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Chapter 14.10 SMC), as amended. Conduct made unlawful by that ordinance constitutes a breach of contract. Engaging in an unfair contracting practice may also result in the imposition of a civil fine or forfeiture under the Seattle Criminal Code as well as various civil remedies.