

July 8, 2004

Honorable Mayor and Members of
the Hermosa Beach City Council

Regular meeting of
July 13, 2004

CITY PROSECUTOR RENEWAL OF CONTRACT

Recommendation:

That the City Council approve the renewal of the City Prosecutor's contract effective 7/1/04 through 6/30/05.

Background:

I have attached the contract for the City Prosecutor for the period of 7/1/04 through 6/30/05. The contract provides for an increase in compensation to \$118.50 per hour from \$115.00, which is a 3% increase. The new rate for services is consistent with the rate for similar work performed by other attorneys used by the City. The City Prosecutor is responsible for the prosecution of violations of the municipal code (other than violations of the zoning ordinance or the building code) and misdemeanor and infraction violations of the Penal Code for the City.

Respectfully submitted,

Stephen R. Burrell
City Manager

**AGREEMENT FOR LEGAL SERVICES
WITH
Kenneth A. Meersand
Attorney at Law**

THIS AGREEMENT is entered into this 1st day of July, 2004, by and between the CITY OF HERMOSA BEACH, (hereinafter referred to as the "City") and Kenneth A. Meersand, (hereinafter referred to as "Prosecutor").

WHEREAS, the City desires to engage Prosecutor to render legal services, advice, and assistance in connection with City's enforcement activities.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE TO FOLLOWS:

1. SCOPE OF SERVICE

Reporting to and under the general direction of the City Manager, the City Prosecutor is responsible for the prosecution of violations of the municipal code (other than violations of the zoning ordinance and building code) and misdemeanor and infraction violations of the Penal Code for the City.

Prosecutor or, in his absence, substitute counsel approved by the City Manager, agrees to render legal services to the City and City Prosecutor pursuant to the terms herein and when and as required by the City Manager.

For the monthly retainer specified herein, Prosecutor will provide legal services including, but not be limited to:

- * Meeting with the various departments and staff entrusted with the enforcement of the various legal codes concerning violations, enforcement, and prosecutions during regular office hours each week;
- * Review all of misdemeanor, infraction, and municipal code violations;
- * Filing and/or coordinating filing of all criminal complaints (Infraction and Misdemeanor);
- * Complete all legal procedures for prosecution through the municipal court system making all court appearances in connection with prosecutions including arraignment, pretrial appearances, motions, and trials (jury and court);
- * Representing the City in traffic court as required;
- * Filing answers and assisting the departments with Pitchess and discovery motions, making court appearances and attending in camera hearings as needed;
- * Assisting with legal filings for asset forfeitures in connection with illegal narcotics activity;
- * Preparing necessary documents to include motions and orders in conjunction with evidence and seized property releases and destruction, marking court appearances as necessary;
- * Developing and presenting in-service training programs and legal updates to personnel involved in the enforcement of the various codes and laws as needed;

- * Providing legal support and advice on sensitive investigations;
- * Developing and maintaining programs and procedures to effectively track prosecutions and report statistical data on case loads and case dispositions on a monthly basis to the Police Chief;
- * Being available on an on call basis to respond to crime scene locations and to assist the departments in the preparation and attainment of search warrants, arrest warrants, bail deviations and other legal matters as needed.

2. COMPENSATION

For the services specified in this Agreement, the City shall pay Prosecutor a monthly retainer in the amount of \$9,480 for 80 hours per month and provide City paid premium, employee only rate, for medical, dental and vision coverage.

For all legal services in excess of 80 hours per month, Prosecutor shall be compensated for services rendered under this agreement at the hourly rate of \$118.50.

City shall reimburse Prosecutor for reasonable expenses directly paid by Prosecutor and approved by City Manager. All expenses shall be submitted with appropriate receipts.

Prosecutor is responsible at his sole expense for arranging for a qualified substitute prosecutor to perform the services hereunder during his absences due to illness or vacation. City shall not be responsible for payment of compensation or benefits of any kind to the substitute prosecutor.

Prosecutor shall closely supervise all volunteer lawyers to whom tasks under this Agreement are assigned, to assure that they are performed with the degree of care and professional skill expected of Prosecutor in the performance of his duties hereunder.

Fees listed herein shall be subject to review and adjustment during the regular City budget processes each year.

3. METHOD OF PAYMENT

Within ten (10) days after the first of each calendar month, Prosecutor shall submit a statement to the City, attention: City Manager, containing a breakdown of services performed during the preceding month specifying the services performed by dates and number of hours, and itemization of other expenses related thereto. Prosecutor agrees to modify and/or add to billing statement at City's request to show cumulative totals and improve clarity.

4. STATUS OF CITY PROSECUTOR

The City Prosecutor and the substitute prosecutor are independent contractors and not officers, administrators, or employees of the City. The City shall not be liable, responsible, or

otherwise answer for any claims for damages or other relief against Prosecutor or substitute prosecutor based on any undertaking not authorized or directed by the City.

5. TERMINATION OF AGREEMENT

Prosecutor shall serve at the pleasure of the City and this Agreement may be terminated by either party on ninety (90) days written notice to the other, the effective date of cancellation being the 90th day of said written notice without further action by either party.

Notice shall be deemed to have been given as of the date of personal service, or as of the date of deposit of the same in the custody of the United States Postal Service addressed as follows:

CITY: City Manager
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, California 90254

PROSECUTOR: Kenneth A. Meersand
1219 Morningside Drive
Manhattan Beach, California 90266

6. SEVERABILITY

If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, then the remainder of this Agreement or portions thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

The text herein shall constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the City and Prosecutor have executed this Agreement as of the date first hereinabove set forth.

CITY OF HERMOSA BEACH

CITY PROSECUTOR

Stephen R. Burrell, City Manager

Kenneth A. Meersand

Approved as to form:

City Attorney