

CONTRACTOR: Hillis Clark Martin & Peterson P.S.
ADDRESS: 999 Third Avenue, Suite 4600
Seattle, WA 98104
TELEPHONE: (206) 470-7689
COUNTY DEPARTMENT: Department of Public Works
COUNTY CONTACT: Mary Madole
TELEPHONE: (425) 388-5434
PROJECT: Legal Services regarding Baxter
property
AMOUNT: Not to exceed \$100,000 (excluding
extensions or renewals, if any)
DURATION: Date of execution through
December 31, 2027
FUND SOURCE: Road Fund

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES (“Agreement”) is made by and between Snohomish County, a political subdivision of the State of Washington (“County”), and Hillis Clark Martin & Peterson, P.S. (“Attorney”), located in Seattle, WA. The parties agree as follows:

I. PURPOSE OF AGREEMENT

County engages Attorney to provide legal services to support the County’s purchase, sale and redevelopment of real property located at 67th Avenue NE and 197th Street NE in Arlington Washington 98223, with tax parcel no. 31051500100900. Attorney shall provide services to include assistance with the preparation and negotiation of a purchase and sale agreement as well as assistance with the County’s efforts to address on-going environmental issues, including issues to be addressed with the Washington State Department of Ecology and the Snohomish County Department of Health.

It is specifically understood by both parties that the services of Attorney will be provided by William Joyce, Andrew Rigel, and/or Allyson Bazan, except as stated in Section IV of this Agreement.

II. APPOINTMENT AS SPECIAL DEPUTY

William Joyce, Andrew Rigel, Allyson Bazan, and any other attorney specifically identified to perform work under this Agreement shall be appointed as special deputy prosecuting attorneys by the Snohomish County Prosecuting Attorney for the limited purpose of providing legal services under this Agreement. Appointment as a special deputy shall be at the pleasure of the Prosecuting Attorney and may be revoked at any time.

If other lawyers employed by Attorney need to appear where a designation of special prosecuting attorney is necessary, William Joyce, Andrew Rigel, and/or Allyson Bazan shall inform the Chief Civil Deputy of the need of such an appointment.

Upon request by the County, Attorney shall provide oral reports on services rendered to the County to the Chief Civil Deputy or other identified DPA, including copies of any written products generated on behalf of the County to third parties, formal letters or documents, any pleadings, and copies of billings submitted pursuant to Section VII of this Agreement.

The appointment of William Joyce, Andrew Rigel, and/or Allyson Bazan as special deputy prosecuting attorneys shall authorize them to perform the services outlined in Section III of this Agreement.

III. DESCRIPTION OF SERVICES

Attorney shall serve as special legal counsel to the County as provided in Section I. The legal services provided by Attorney to the County shall be limited to those services specified herein. Attorney shall not serve as general legal counsel to the County or any County official.

The goal of this Agreement is to provide independent legal advice, consultation, and/or representation to the County on an on-call, as-needed basis and as requested by the County. The County and Attorney agree that, for purposes of the Rules of Professional Conduct, Attorney represents the broader governmental entity of the political subdivision of Snohomish County and not any particular agency within it.

IV. ASSOCIATE COUNSEL AND EXPERTS

A. Associate Counsel. William Joyce, Andrew Rigel, and/or Allyson Bazan may delegate services to associate counsel or paralegals/legal assistants employed by Attorney to assist them in providing legal services under this Agreement in a cost-effective manner, provided that associate counsel and paralegals and/or legal assistants shall work at the specific direction and subject to the approval of William Joyce, Andrew Rigel, and/or Allyson Bazan.

B. Experts. Employment of experts, investigators, or consultants by Attorney shall be subject to prior written approval of the County. The amount and manner of compensation shall be set out in the request and approval documents.

V. DURATION

This Agreement shall take effect upon execution and shall expire December 31, 2027, unless renewed by written agreement between the County and Attorney or terminated under Section XI of this Agreement; PROVIDED, HOWEVER, that the County's obligations after December 31, 2025, are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

VI. COMPENSATION

A. Hourly Rate. The County shall pay Attorney for services provided under this Agreement at the following hourly rate:

For 2025:

Partners and Of Counsel that are partner level: \$500
Associate attorneys: up to \$420, depending on experience
Paralegals: \$220

For 2026:

Partners and Of Counsel that are partner level: \$530
Associate attorneys: up to \$445, depending on experience
Paralegals: \$235

For 2027:

Partners and Of Counsel that are partner level: \$560
Associate attorneys: up to \$470, depending on experience
Paralegals: \$250

The above hourly rates may only be raised upon written agreement from the County.

B. Out-of-Pocket Expenses. County agrees to pay reasonable and necessary out-of-pocket expenses, including, copying and other incidental expenses not typically included in the hourly rate charged by attorneys performing similar work, at their actual cost.

C. Contract Maximum. Total charges for services and other matters provided under this Agreement during the term of this Agreement shall not exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) without prior written authorization of the County.

VII. BILLING AND RECORDKEEPING

A. Billing. Attorney shall submit billing statements to County on a monthly basis, except for those months during which no services are provided. Each billing statement shall itemize a detailed explanation of the work performed, time expended, and who performed it. Appropriate supporting documentation of expenses shall be included. The County may in its discretion require additional documentation. Statements shall be emailed to: ***PWInvoices@snoco.org***

Rebecca J. Guadamud
Deputy Prosecuting Attorney
Snohomish County Prosecuting Attorney's Office
3000 Rockefeller Avenue, M/S 504
Everett, WA 98201
e-mail: rebecca.guadamud@co.snohomish.wa.us

B. Recordkeeping. County may, at reasonable times, inspect the books and records of Attorney relating to service and charges under this Agreement.

VIII. RELATIONSHIP OF PARTIES

A. Independent Contractor. Attorney agrees that Attorney will perform services under this Agreement as an independent contractor and not as an agent, employee, or servant of County. Attorney is not authorized to be a speaking agent of County. Attorney and its employees are not entitled to any benefits or rights enjoyed by employees of the County.

B. Attorney-Client Relationship. The parties intend this Agreement to create the relationship of attorney and client. Attorney shall abide by and perform his duties in accordance with the Rules of Professional Conduct, requirements of the Washington State Bar Association, and with all federal, state, and local laws, regulations, and ordinances. Attorney shall protect the confidentiality of all communications between Attorney and the County, its officers, agents or employees, except as authorized by the County.

IX. OWNERSHIP OF DOCUMENTS

Reports, plans, pleadings, opinions, analyses, data, or other documents produced in the performance of this Agreement shall be the property of the County. Copies of documents prepared in the connection with legal services provided under this Agreement shall be provided to the County upon request.

X. CHANGES

No changes or additions shall be made in this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

XI. TERMINATION

A. Termination for Breach. If Attorney breaches any of his obligations under this Agreement and fails to cure the breach within ten days after written demand by the County, the County may terminate this Agreement, in which case the County shall pay Attorney only for services accepted by the County.

B. Termination at Will. This Agreement may be terminated at any time by either party upon giving the other party ten (10) calendar days' notice of termination, in which case the County shall pay Attorney for all services provided by Attorney prior to termination.

C. Effect of Termination. Termination shall not affect the rights of the County under any other provision of this Agreement.

XII. WARRANTY AND HOLD HARMLESS

A. Warranty. Attorney represents and warrants that all attorneys providing services under this Agreement are members in good standing in the Washington State Bar Association, that no formal disciplinary proceedings are pending against them, that all necessary investigations have been made to identify conflicts, and that all conflicts have been disclosed and will continue to be disclosed to the County. Attorney further warrants that it carries and will maintain adequate professional liability insurance for work performed under this Agreement during the term of this Agreement. Attorney shall disclose such insurance coverage to the County upon request.

B. Hold Harmless. Attorney shall protect, save harmless, indemnify, and defend, at his own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of Attorney's negligence, intentional, tortious or wrongful acts in the performance of this Agreement, including claims by Attorney's employees or third parties.

XIII. NON-ASSIGNMENT

Attorney shall not subcontract, assign, or delegate any of his rights or duties under this Agreement except as provided in this Agreement.

XIV. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

XV. NON-DISCRIMINATION

Attorney shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by Attorney of the Attorney's compliance with the requirements of Chapter 2.460 SCC. If Attorney is found to have violated this provision or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect Attorney's obligations under other federal, state, or local laws against discrimination.

SNOHOMISH COUNTY:

Hillis Clark Martin & Peterson, P.S.

County Executive

Approved as to form only:

Rebecca J. Guadamud
Deputy Prosecuting Attorney

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of
- disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits
- discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and
- resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating
- because of sex in education programs or activities (20 U.S.C. 1681 et seq.).