

THIRD AMENDMENT TO CONTRACT FOR SPECIAL SERVICES
(TORT LITIGATION)

The parties to this Agreement, SNOHOMISH COUNTY (the County) and HILLIS CLARK MARTIN & PETERSON, P.S. (the Consultant), for the express purposes of amending the name of the Consultant of the Second Amendment to Contract for Special Services entered into between the parties on October 13, 2021 in connection with the Robinett Brothers, LLC v. Snohomish County lawsuit and for amending Sections 2 and 3 of that contract, agree as follows:

2. **Duration of Contract.** This contract shall commence at the date of its completed execution, and shall continue, unless terminated, until the earlier of the completion of recovery of insurance contributions in this matter, or the incurrence of services in the total amount of **\$150,000.00**.

3. **Compensation.** (a) The Consultant will provide the contract services personally or will organize a team to service the County's needs. If the latter, the Consultant agrees that work will be assigned to the appropriate level of experience to produce cost efficiency. In either event, the compensation provided hereunder shall be paid to the Consultant at the rates referenced in the original Contract. The total amount billed for services may not exceed **\$150,000.00** without the County's prior approval.

(b) The County will pay for necessary and reasonable miscellaneous expenses. All expenses must be documented with appropriate receipts unless the County arranges direct payment to provider.

(c) The Consultant must submit properly executed invoices with hours expended and charges made. It is the responsibility of the Consultant to provide sufficient detail of services performed to permit verification of billings. Professional services must be billed monthly

based on the Consultant's hours incurred and the rates outlined above for each person, plus related expenses. The County understands as part of the Consultant's internal review process other Consultant personnel will assist or consult with the County in performing the work and their work will be billed at the Consultant's current bill rate. Billings should be submitted to the Civil Division of the Snohomish County Prosecuting Attorney's Office. Payment of professional fees and expenses is expected within thirty days of invoice receipt by the County.

ALL OTHER TERMS AND CONDITIONS of the July, 2019 original Contract for Special Services entered into between the parties, shall remain in effect as written and executed.

SNOHOMISH COUNTY Ken Klein
Executive Director

CONSULTANT
HILLIS CLARK MARTIN & PETERSON, P.S.

Dave Somers Date
Snohomish County Executive

Matthew J. Stock Date 1/21/2023

Approved as to Form:

Approved as to Form:

Geoffrey A. Enns Date 1/6/23
Deputy Prosecuting Attorney

Jason J. Cummings Date 1/6/23
Snohomish County Prosecuting Attorney

<p>COUNCIL USE ONLY</p> <p>Approved <u>2/1/2023</u></p> <p>ECAF # <u>2023-0057</u></p> <p>MOT/ORD <u>Motion 23-021</u></p>
