

CONTRACT FOR SPECIAL SERVICES
(TORT LITIGATION)

The parties to this Agreement, SNOHOMISH COUNTY (the County) and JOYCE ZIKER PARKINSON, PLLC (the Consultant), agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall provide independent professional environmental legal services in connection with the the Claim for Damages and any subsequent litigation brought by Robinett Brothers LLC related to the real property located at 18828 Frank Waters Road, Stanwood, WA 98292, adjacent to the Lake Goodwin Landfill. The professional services to be rendered by the Consultant may encompass the following areas: 1) analysis and legal advice regarding Robinett Brothers, LLC's allegations; 2) reviewing relevant pleadings, files, correspondence, discovery, and other current and historical documents related to the planned development of the Robinett Brothers' parcel, the Lake Goodwin Landfill, and other nearby properties and, 3) related services. The Consultant understands that its work under this agreement is to be performed only as requested by Snohomish County through the Prosecuting Attorney's Office.

2. **Duration of Contract.** This contract shall commence on June 26, 2019, and shall continue, unless terminated, until the earlier of the following: until the above referenced claim or subsequent litigation is resolved, or the incurrence of services in the total amount of \$15,000.00; PROVIDED that the County's obligations are contingent

upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

3. **Compensation.** (a) STEPHEN R. PARKINSON, member of 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 directly at the rate of \$375.00 per hour for member attorneys, \$300.00 per hour for associate attorneys, and \$110.00 per hour for paralegals. The total amount billed for services will not exceed \$15,000.00 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 will 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 will be billed monthly based on the Consultant's hours incurred and the rates outlined above for each person, plus related expenses.

4. **Confidential or Proprietary Materials Prepared for the Consultant's Other Clients.** The County acknowledges the legitimate interest the Consultant has in

maintaining the confidentiality of its proprietary materials and other clients and engagements. In the event the Consultant's proprietary matters or other clients or engagements becomes an issue, the Consultant will use its best efforts to protect the interests of the County consistent with the Consultant's needs to protect its proprietary materials and comply with applicable non-disclosure obligations, including the Washington Rules of Professional Conduct.

5. **Changes.** No changes or additions shall be made in this contract except as agreed upon by both parties and reduced to writing.

6. **Access to Books/Records.** The County may, at reasonable times, inspect redacted copies of time reports and all support for expenses billed by the Consultant relating to performance of this agreement.

7. **Compliance with Laws.** The Consultant shall comply with all applicable federal, state and local laws in performing this contract.

8. **Non-discrimination.** The Consultant shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Consultant of the Consultant's compliance with the requirements of Chapter 2.460 SCC. If the Consultant 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 contract may be subject to a declaration of default and termination at the County's

discretion. This provision shall not affect the Consultant's obligations under other federal, state, or local laws against discrimination.

9. **Termination**. (a) If the Consultant breaches any of its obligations hereunder, and fails to cure the same within five days of written notice to do so by the County, the County may terminate this contract, in which case the County shall pay the Consultant only for the costs of requested services actually provided to the County as of the date of termination and in accordance with the terms and provisions of this Agreement.

(b) The County may terminate this contract upon 10 days written notice to the Consultant for any reason other than stated in subparagraph (a) above, in which case the County shall pay the Consultant for all costs incurred by the Consultant in performing requested services, in accordance with the terms and provisions of this Agreement.

(c) Upon termination of this contract, no further fees or expenses of the Consultant shall be paid by the County unless specifically authorized by the County.


10. **Attorney Work Product**. This contract is entered into in anticipation of litigation and/or pursuant to SCC 3.04.140(4). All work product and documents generated by the Consultant in performance of this contract shall be prepared in relation to the anticipation and preparation of litigation and shall be held confidential by all parties to this Agreement as attorney work product. The Consultant acknowledges that all materials disclosed to it by the County, and the work it performs for the County hereunder, are confidential and proprietary, and the Consultant will abide by all

reasonable restrictions placed by the County on the dissemination of such materials consistent with the Washington Rules of Professional Conduct.

Any and all documents or other information prepared by the Consultant in connection with work performed under this Agreement, shall be the property of the County, and Consultant waives any right of lien thereon for payment of services.

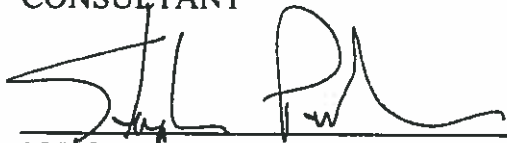
11. Warranty. Consultant represents and warrants that no disciplinary or regulatory proceedings are pending against Consultant and that all known conflicts have been disclosed to the County.

SNOHOMISH COUNTY

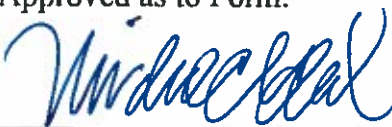

ADAM CORNELL 3/11/19 Date

Snohomish County Prosecuting Attorney

CONSULTANT


JOYCE ZIKER PARKINSON, PLLC
by Stephen R. Parkinson, Member
Date 6/28/2019

Approved as to Form:


MICHAEL C. HELD 6/28/19 Date
Deputy Prosecuting Attorney