

CONSULTANT: Hillis Clark Martin & Peterson P.S.  
 CONTACT PERSON: Daniel S. Gottlieb  
 ADDRESS: 999 Third Ave., Suite 4600  
Seattle, WA 98104  
 FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 91-0870796 / 60-0053737  
 TELEPHONE: (206) 470-7627  
 COUNTY DEPT: Finance  
 DEPT. CONTACT PERSON: Nathan D. Kennedy  
 TELEPHONE: 425-388-3120  
 PROJECT: Legal Bond Counsel  
 AMOUNT: NTE \$500,000.00  
 CONTRACT DURATION: Three years after Effective Date,  
 unless extended or renewed pursuant to  
 Section 2 hereof

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Hillis Clark Martin & Peterson P.S., a Washington professional services corporation (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to designate the Contractor as the County’s bond counsel and allow the Contractor to provide legal services to the County, including opinions, writing official statements, continuing disclosures, in connection with its issuance and management of municipal debt. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 22-033BC, Bond Counsel Services.

For purposes of this Agreement and RPC 1.13(h) the County shall be considered the client. The Contractor may receive direction from the Director of Finance or the Prosecuting Attorney, or their designees. It is specifically understood by both parties that the services of the Contractor will be provided by Daniel S. Gottlieb and/or Brandon Pond, except as stated in Section 3 of this Agreement.

The County and the Contractor agree that for purposes of RPC 1.7(c), Contractor represents the broader governmental entity of the political subdivision of Snohomish County, and not any particular agency within it.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Appointment by the Snohomish County Prosecuting Attorney. Daniel S. Gottlieb and Brandon C. Pond, each of whom is a principal of the Contractor, must be appointed as special deputy prosecuting attorneys by the Snohomish County Prosecuting Attorney for the limited purpose of providing services on behalf of the County 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 the Contractor need to appear in court or other proceedings where a designation of special prosecuting attorney is necessary, either Daniel S. Gottlieb or Brandon C. Pond shall inform the Chief Civil Deputy for the Prosecuting Attorney of the need of such an appointment. The appointment shall be at the pleasure of the Prosecuting Attorney and may be revoked at any time.

The appointment of Daniel S. Gottlieb and Brandon C. Pond as special deputy prosecuting attorneys shall authorize them to perform all legal services identified in Schedule A.

3. Other Legal Personnel. Daniel S. Gottlieb and Brandon C. Pond may delegate services to other counsel in the firm or staff employed by the Contractor, and to the Contractor's consulting federal tax attorney, Perry E. Israel, who is a solo practitioner not employed by the Contractor, to assist in providing legal services under this Agreement in a cost effective manner, provided that such other counsel and staff and consulting tax attorney shall work at the specific direction and subject to the approval of either Daniel S. Gottlieb or Brandon C. Pond.

4. Term of Agreement; Time of Performance. This Agreement shall be effective upon execution (the "Effective Date") and shall terminate three years after the Effective Date, PROVIDED, HOWEVER, that the term of this Agreement may be extended for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement PROVIDED, HOWEVER, that the County's obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

5. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of any work requested by the County, the Contractor shall submit to the County an invoice indicating that all of such work has been performed and the amount of the fee due from the County for such work. Subject to Section 11 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpayables@snoco.org](mailto:SnocoEpayables@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes  No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$500,000.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

6. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

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

The Contractor represents and warrants that each attorney providing services under this contract is a member in good standing of the Washington State Bar Association except Perry E. Israel, who is a member in good standing of the California State Bar Association, that no 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. The Contractor further warrants that it carries and will maintain adequate

professional liability insurance for work performed under this agreement during the term of this agreement. The Contractor shall disclose such insurance coverage to the County upon request.

8. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

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

10. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Nathan D. Kennedy  
Title: Finance Director  
Department: Finance  
Telephone: (425) 388-3120  
Email: nathan.kennedy@snoco.org

11. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the



errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

12. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

13. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

14. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys'

fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

15. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the

coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement; and

(iv) Professional Liability: \$1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.



If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

16. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or 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 the Contractor's obligations under other federal, state, or local laws against discrimination.

17. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

18. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

19. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

20. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

21. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

22. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

23. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

24. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder and fails to cure the same within fourteen (14) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon fourteen (14) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and

corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contactor to complete the work of the Agreement.

25. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:                    Snohomish County Finance Department  
3000 Rockefeller Avenue, M/S 610  
Everett, Washington 98201  
Attention:     Nathan D. Kennedy  
Finance Director

and to:                                    Snohomish County Purchasing Division  
3000 Rockefeller Avenue, M/S 507  
Everett, Washington 98201  
Attention:     Bramby Tollen  
Purchasing Manager

If to the Contractor:                Hillis Clark Martin & Peterson P.S.  
999 Third Avenue, Suite 4600  
Seattle, Washington 98104  
Attention:     Daniel S. Gottlieb

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

26. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor’s performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

27. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly

available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

28. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

29. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

30. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

31. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

32. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

33. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

34. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

35. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

36. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

HILLIS CLARK MARTIN &  
PETERSON P.S.:



07/01/2022

\_\_\_\_\_  
County Executive Date

\_\_\_\_\_  
Principal Date

Approved as to insurance  
and indemnification provisions:

**Barker, Sheila** Digitally signed by Barker, Sheila  
Date: 2022.07.05 14:59:46 -07'00'

\_\_\_\_\_  
Risk Management Date

Approved as to form only:

George Marsh 7/5/2022  
Deputy Prosecuting Attorney Date

<b>COUNCIL USE ONLY</b>	
Approved	<u>7/13/2022</u>
ECAF #	<u>ECAF 2022-0671</u>
MOT/ORD	<u>Motion 22-287</u>

Schedule A  
Scope of Services

A. Bond Counsel Services

Under the direction of the Director of Finance and the Prosecuting Attorney, the Contractor shall provide, among others, the following services:

1. Providing written and oral instructions and advice to the County covering the procedural and legal requirements for each financing (including, as appropriate, prior parity covenants), including consulting with appropriate County departments associated with each debt issue to ensure that all legal matters associated with the issue are understood and provided for, with particular attention during the debt planning phase to explaining and ascertaining the existence of the legal requisites for exclusion from gross income for federal income tax purposes of the interest on the debt;
2. Preparing, as necessary, ordinances and other election proceedings for submission of unlimited tax general obligation bond and levy lid lift propositions to the County's electors;
3. Preparing draft and final authorizing ordinances, motions, notices of sale, arbitrage certificates, and all other closing documents, reviewing bond purchase contracts, and presiding over closings for bonds and other evidences of indebtedness;
4. Attending County Council meetings at which debt issues are considered and, as requested, attending bid openings and other meetings with County officials and staff;
5. Assisting the County as requested in presenting legal information relating to the authorization and issuance of the County's debt to bond rating organizations and credit enhancement providers;
6. Printing and delivering the debt instruments, including reviewing and approving bond and note proofs to ensure that the obligations are perfectly accurate in every detail, or assisting the County in the issuance and delivery of book-entry obligations;
7. (A) Consulting with the County's Financial Advisor and reviewing any preliminary and final official statements to ensure that the documents are complete and accurate concerning procedural and legal matters; and (B) drafting sections of the official statements: (1) describing the bonds, any related financing documents, the purposes of the bonds, sources of repayment and security for the bonds, and application of bond proceeds; (2) summarizing the bond ordinance; (3) describing tax exemption and other federal tax consequences of ownership of the bonds; and (4) describing continuing disclosure obligations of the County;



8. Providing written opinions to the County and others at the County's request on the due authorization and validity of debt instruments and underlying documents, on the application of debt limits, and on the exclusion from gross income for federal income tax purposes of the interest on the debt instruments;
9. Providing an opinion to the County and others at the County's request that the sections of the official statement specifically identified in paragraph (vii) above are true and correct, and accurately summarize the documents they purport to summarize; providing a 10b-5 opinion expressing that no facts have come to the Contractor's attention that would cause the Contractor to believe that the official statement is materially false or misleading or that material information was omitted; and providing other customary supplemental opinions;
10. On behalf of the County, preparing and filing completed Internal Revenue Service forms such as the 8038;
11. Advising the County both during and between financings on related legal matters including (A) the effect of potential, introduced and enacted legislation that might impact outstanding and future County financings; (B) compliance with provisions of all applicable tax laws; (C) detailed instructions for complying with arbitrage rebate reporting requirements, including assisting the County in preparing any information required by the Internal Revenue Service relating to arbitrage reporting; and (D) assisting the County in meeting its obligations for continuing disclosure under SEC Rule 15c2-12;
12. Answering legal questions arising from post-issuance matters, including performing such legal work as is necessary to resolve such issues;
13. Providing general legal advice to the County which is related to, but not yet part of, a potential new debt issue;
14. Conducting occasional training of County staff on matters relating to issuance and management of County debt; and
15. Providing all other services normally performed by bond counsel, as requested and approved by the County.

No opinions enumerated above shall be provided by a subcontractor unless specifically authorized in writing by the Prosecuting Attorney. All written work performed by a subcontractor to the Contractor during a financing shall have been reviewed and approved by the Contractor prior to dissemination to the County or other persons or entities.

Each opinion provided by the Contractor must be authored and signed in the individual name of a partner or principal of the Contractor whose practice is primarily concerned with municipal finance.

All draft documents prepared by the Contractor shall, unless otherwise directed, be provided to the County in Microsoft Word format showing all revisions black-lined against earlier versions.

B. Additional Services upon Request

The County may from time-to-time request in writing, through its Finance Director or Prosecuting Attorney, that lawyers in the Contractor's firm provide services outside the scope of work identified in Part A of this Schedule A but which constitute finance-related work. That work will be compensated at the hourly rates that become part of the fee arrangement to be set forth in the contract for bond counsel services, unless another arrangement is made. The County will be obligated to compensate the Contractor for such work at hourly rates only if it has made a written request for that work before it is commenced.

Schedule B  
Compensation

**Bond Counsel Services**

Type	Fixed Fee (\$ per issue)	Variable Fee (\$ per \$1,000 of issue size)
GO bonds and notes—fixed rate, new money	\$21,500	\$0.45/\$1,000
GO bonds and notes—variable rate, new money	\$26,500	\$0.45/\$1,000
GO bonds and notes—fixed and variable rate refundings	\$26,500	\$0.55/\$1,000
Revenue bonds and notes—fixed rate, new money	\$21,500	\$0.45/\$1,000
Revenue bonds and notes—variable rate, new money	\$24,500	\$0.45/\$1,000
Revenue bonds and notes—fixed and variable rate refundings	\$26,500	\$0.55/\$1,000
Road improvement district bonds	\$26,500	\$0.45/\$1,000
Certificates of participation, swaps or other derivatives, commercial paper	\$29,500	\$0.55/\$1,000

**Hourly Schedule for Additional Work**

Position	Hourly Rate
Attorney	\$350
Paralegal	\$125

Bond anticipation note fees will be 100% of the total applicable regular bond fee.

1. Any issue over \$150,000,000 will be considered to be an issue of \$150,000,000 for purposes of calculating the bond counsel fee.
2. No out-of-pocket costs paid to third parties will be reimbursed unless those costs have been approved in advance in writing by the County.
3. The County will not pay any fees or reimburse the Contractor for any expenses incurred for a bond issue if the bonds are not sold.

**Disclosure Counsel Services.** The bond counsel services described in Part A of Schedule A to this Agreement do not include the preparation of any offering documents associated with a public offering. If the Contractor is asked to prepare the preliminary and final official statements for any of the County’s offerings during the terms of this engagement, the Contractor will be compensated for such additional services at the discounted hourly rate of \$350 per hour for the services of the Contractor’s attorneys and \$125 per hour for the services of the Contractor’s paralegals help, recorded in tenths of an hour, up to a maximum fee of \$30,000 per issuance of

bonds; provided, however, if the County determines to issue bonds marketed as labeled bonds (such as “green bonds” or “social bonds”), the maximum rate cap would not apply for such disclosure counsel services.