

CONTRACTOR	Hillis Clark Martin & Peterson P.S.
ADDRESS:	999 Third Avenue, Suite 4600 Seattle, WA 98104
TELEPHONE:	206 470-7689
COUNTY DEPT	Department of Public Works – Special Projects
COUNTY CONTACT	Randy Blair
TELEPHONE	425 388-6442
PROJECT	On Call Legal Services –Environmental Review
AMOUNT	Not to exceed \$100,0000
DURATION	January 1, 2023 – December 31, 2025
FUND SOURCE	102-50620154101

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as COUNTY), and Hillis Clark Martin & Peterson, P.S. (hereinafter referred to as ATTORNEY), whose office is located in Seattle, Washington. The parties agree as follows:

I. PURPOSE OF AGREEMENT

The COUNTY hereby retains ATTORNEY to provide legal services to support Snohomish County’s sale and/or redevelopment of real property. The parties understand that the property in question has been the subject of an independent clean-up program by the County with reporting to the Department of Ecology and that the County intends to submit certain information to Ecology under the Voluntary Clean-up Program. This scope of services focuses on advice and representation in connection with the potential cleanup and redevelopment of contaminated property owned by the County. Included in these services will be assisting the County in negotiations with the Department of Ecology. It is specifically understood by both parties that the services of ATTORNEY will be provided by William F. Joyce, except as stated in Article IV of this AGREEMENT.

II. APPOINTMENT AS SPECIAL DEPUTY

William F. Joyce must be appointed as a special deputy prosecuting attorney 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 in court or other proceedings where a designation of special prosecuting attorney is necessary, the ATTORNEY 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. Except for months during which no services are provided, ATTORNEY shall provide oral reports on a monthly basis on services rendered to the County to the Chief Civil Deputy, including copies of any written products generated on behalf of the COUNTY to third parties, any formal, final memorandum on remedial/due diligence options and copies of billings submitted pursuant to Paragraph VII of this AGREEMENT. The appointment of William F. Joyce as a special deputy prosecuting attorney shall authorize him to perform the services outlined in Article III of this AGREEMENT.

III. DESCRIPTION OF SERVICES

ATTORNEY shall serve as special legal counsel to COUNTY only as provided herein (see paragraph I above), and the legal services provided by ATTORNEY to 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 purpose of this AGREEMENT is to provide independent legal advice to COUNTY on an on call, as needed basis and as requested by the COUNTY. 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

1. William F. Joyce, may delegate services to associate counsel or paralegals/legal assistants employed by ATTORNEY to assist him in providing legal services under this AGREEMENT in a cost effective manner, provided that associate counsel and paralegals/legal assistants shall work at the specific direction and subject to the approval of William F. Joyce.

2. 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 January 1, 2023, and shall expire December 31, 2025, unless renewed by written agreement between COUNTY and ATTORNEY or terminated under Section X of this AGREEMENT.

VI. COMPENSATION

1. COUNTY shall pay ATTORNEY for legal services provided under this AGREEMENT at the following hourly rate for legal services actually provided:

2023 Rates

Partners \$455

Associates-- up to \$385 (depending on experience)

Paralegals \$200

2024 Rates

Partners \$475

Associates -- up to \$400 (depending on experience)

Paralegals \$210

2025 Rates

Partners \$500

Associates—up to \$420 (depending on experience)

Paralegals \$220

2. 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 Seattle attorneys at their actual cost.

3. Total charges for services and other matters provided under this AGREEMENT during the terms of this AGREEMENT shall not exceed One Hundred Thousand Dollars (\$100,000) without prior written authorization of COUNTY.

VII. BILLING AND RECORD KEEPING

1. ATTORNEY shall submit billing statements to COUNTY on a monthly basis, except for those months during which no services are provided. Statements shall be addressed to:

PWInvoices@Snoco.org

and

Bridget Casey, Chief Civil Deputy

BCasey@snoco.org

Snohomish County Prosecuting Attorney's Office

3000 Rockefeller Avenue, M/S 504

Everett, WA 98201

2. Each billing statement shall itemize a detailed explanation of the work performed, time expended and who performed it. The fixed fee shall be billed in proportion to the work as it is performed, if applicable. Appropriate supporting documentation of expenses shall be included. COUNTY may in its discretion require additional documentation.

3. COUNTY may, at reasonable times, inspect the books and records of ATTORNEY relating to service and charges under this AGREEMENT.

VIII. RELATIONSHIP OF PARTIES

1. 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.

2. 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 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 COUNTY, its officers, agents or employees, except as authorized by the COUNTY.

IX. OWNERSHIP OF DOCUMENTS

All reports, plans, pleadings, opinions, analyses, data, or other documents produced in the performance of this AGREEMENT shall be the property of COUNTY. Copies of documents prepared in the connection with legal services provided under this AGREEMENT shall be provided to 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

1. If ATTORNEY breaches any of his obligations under this AGREEMENT, and fails to cure the breach within five 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 COUNTY.

2. 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 COUNTY shall pay ATTORNEY for all services provided by ATTORNEY prior to termination.

3. Termination shall not affect the rights of COUNTY under any other provision of this AGREEMENT.

XII. WARRANTY AND HOLD HARMLESS

1. ATTORNEY represents and warrants that attorney William F. Joyce providing services under this AGREEMENT is a member in good standing of Washington State Bar Association, that no disciplinary proceedings are pending against him, that all necessary investigations have been made to identify conflicts, and that all conflicts have been disclosed and will continue to be disclosed to 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 COUNTY upon request.

2. ATTORNEY shall protect, save harmless, indemnify, and defend, at his own expense, Snohomish 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 contract 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 contract 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.

During the performance of this contract, Consultant agrees to comply with all of the terms required by Appendices A and E, attached hereto and incorporated by this reference.

SNOHOMISH COUNTY:

HILLIS CLARK MARTIN &
PETERSON, P.S.

County Executive Ken Klein
Executive Director

Matt Stock, Principal

Approved as to form only:


Deputy Prosecuting Attorney

EXHIBIT F
TITLE VI ASSURANCES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in 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).

RETURN TO: JASON CUMMINGS
Snohomish County Prosecuting Attorney
3000 Rockefeller Avenue – M/S 504
Everett, WA 98201

APPOINTMENT OF SPECIAL DEPUTY PROSECUTING ATTORNEY

COMES NOW, Jason Cummings, the duly appointed, qualified
Prosecuting Attorney for Snohomish County, State of Washington, and pursuant
to the authority vested in him by RCW 36.27.040, hereby appoints William F.
Joyce, of Seattle, Washington, to serve as a Special Deputy Prosecuting Attorney
for Snohomish County, such appointment to be effective from January 1, 2023 to
December 31, 2025, unless terminated earlier by the Prosecuting Attorney.

Dated this ____ day of _____, 2023.

JASON CUMMINGS
Prosecuting Attorney for Snohomish County

STATE OF WASHINGTON:

SS:

COUNTY OF KING:

WILLIAM F. JOYCE, being duly sworn on oath, deposes and says:

1. That I am the individual hereinabove appointed a Special Deputy Prosecuting Attorney for Snohomish County, State of Washington.
2. That I will uphold the Constitution and laws of the United States of America and the State of Washington and the Charter and ordinances of Snohomish County and I will faithfully impartially, and honestly perform the duties of such office in accordance with the law and to the best of my ability, so help me God.

Sign here

Signed and sworn to before me this ___ day of _____, 2023.

NOTARY PUBLIC

Residing at: _____

My commission expires: _____