

**CONTRACTOR:** Cozen O'Connor  
**CONTACT PERSON:** Bryan Campbell  
Robert Bowman  
**ADDRESS:** 999 Third Ave, Suite 1900  
Seattle, Washington 98104  
**TELEPHONE:** (206) 373-7245  
**AGENCY:** Prosecuting Attorney  
Snohomish County  
**PROJECT:** Legal Services – Paine Field Runway  
Repair Claims

### CONTRACT FOR LEGAL SERVICES

Snohomish County, (hereinafter referred to as COUNTY), and Cozen O'Connor, (hereinafter referred to as ATTORNEY) in consideration of the mutual promises contained herein agree as follows:

#### **I. DUTY OF THE ATTORNEY**

ATTORNEY shall act as attorney for and represent the COUNTY with respect to civil claims against contractors, subcontractors, manufacturers, and/or other entities and individuals concerning the application of fog seal and general repair/replacement of the Paine Field runway and subsequent damage/remediation claims, which occurred and/or discovered in and around July of 2018 (the “Matter”). This representation involves the investigation, preparation, negotiation, and litigation of the Matter. ATTORNEY is retained hereby to furnish legal representation of the COUNTY in this matter only.

The Snohomish County Prosecuting Attorney will appoint each of the following as special deputy prosecuting attorneys for the limited purpose of providing services on behalf of ATTORNEY under this agreement: (1) Bryan Campbell; (2) Robert Bowman; and (3) Avin Singh. Appointment as a special deputy shall be at the pleasure of the Prosecuting Attorney and may be revoked at any time.

In matters concerning performance under this agreement, ATTORNEY shall report to the Michelle Corsi of the Snohomish County Prosecuting Attorney or to such other person as the COUNTY may designate. COUNTY agrees that ATTORNEY may rely on the statements by COUNTY’S representative as an accurate reflection of COUNTY’S position, desires, and instructions. ATTORNEY shall have no settlement authority except as specifically granted by the COUNTY.

COUNTY acknowledges that ATTORNEY has made no promises or guarantees regarding the outcome of the Matter. COUNTY understands and agrees that should a trial be required,

ATTORNEY has sole discretion to determine which member or members of its firm will act as trial counsel; HOWEVER, any attorney appearing on behalf of COUNTY must be appointed as a special deputy prosecuting attorney, at the sole discretion of the Snohomish County Prosecuting Attorney.

## **II. FEES AND EXPENSES**

### **(a) Contingency Fee Arrangement**

COUNTY agrees to pay ATTORNEY a contingency fee (the "Contingency Fee") of 25% of any gross recovery should the matter resolve prior to litigation or arbitration and 33-1/3% of any gross recovery after a lawsuit or arbitration has been filed. In the event that no recovery is made, COUNTY will owe ATTORNEY nothing for attorney fees.

### **(b) Responsibility for Litigation Costs**

Litigation costs are those costs incurred by ATTORNEY regarding the Matter, including but not limited to filing fees, expert witness fees, deposition fees, mediation fees, arbitration fees, local counsel fees (if any), travel, and the cost of obtaining records. Litigation costs specifically do not include any costs directly incurred by COUNTY.

COUNTY agrees to promptly pay all litigation costs as provided by ATTORNEY. ATTORNEY will advise and obtain pre-approval from COUNTY of any expenses in excess of \$2,500 unless exigent circumstances prevent obtaining that approval.

## **III. RECORDS**

Existing records pertaining specifically to the above matter will be transferred to the custody of ATTORNEY for use in carrying out ATTORNEY'S responsibilities under this contract and for safekeeping. ATTORNEY waives any claim to an attorney's or other lien on such records. To the extent consistent with the Rules of Professional Conduct and other laws, ATTORNEY will make records relating to this matter available to the COUNTY for its use and will transfer all pertinent records to the COUNTY upon termination of this contract. All preliminary or final memoranda, reports, papers, data, documents, computer programs, or other information prepared in the performance of this contract shall become the property of the COUNTY, and may be used by the COUNTY without restriction to the extent consistent with the Rules of Professional Conduct and other laws.

The COUNTY may, at reasonable times before or after termination of this contract, inspect the records and files of ATTORNEY relating to performance of this contract.

## **IV. WITHDRAWAL OR DISCHARGE OF ATTORNEYS**

Both COUNTY and ATTORNEY have the right to end the attorney-client relationship at any time, for any reason, on reasonable notice to the other.

If the relationship is ended by COUNTY or COUNTY decides to abandon pursuit of the claim against ATTORNEY'S advice, ATTORNEY shall be entitled to a fee as well as

reimbursement of the litigation costs advanced by ATTORNEY as follows: If ATTORNEY'S legal services for COUNTY have been discharged or COUNTY decides not to further pursue the matter against ATTORNEY'S advice, ATTORNEY'S be entitled to a reasonable fee for services based on a valuation of ATTORNEY'S services rendered and accepted by COUNTY up to the time of discharge, which reasonable fee shall not be greater than an hourly fee determined by multiplying the number of hours worked by attorneys and staff times their current, non-reduced hourly rates then in effect, as well as reimbursement of any litigation costs advanced by ATTORNEY.

If the relationship is ended by ATTORNEY, ATTORNEY shall be entitled to reimbursement of any litigation costs advanced by ATTORNEY.

It is agreed that no settlement shall be made by COUNTY in such a way as to exclude ATTORNEY from its Contingent Fee. Furthermore, no settlement shall be made without COUNTY'S consent.

#### V. DURATION OF CONTRACT

This contract shall commence on May 30, 2019, and shall continue, unless terminated, until ATTORNEY has fully discharged its professional responsibilities to the COUNTY; PROVIDED that any payments by COUNTY beyond the current fiscal year shall be contingent upon future legislative appropriation (for purposes of clarity, the Contingency Fee is not subject to this limitation, as the Contingency Fee would not be a payment by COUNTY under this limitation).

#### VI. PAYMENT/DISBURSEMENT

A. Clearance through Trust Account. COUNTY agrees that all sums received by ATTORNEY on account of this Matter shall be deposited to ATTORNEY'S client trust account. COUNTY agrees to promptly furnish all necessary signatures and endorsements.

B. Disbursement Accounting. ATTORNEY shall furnish to COUNTY before disbursement, an accounting setting forth all sums received into the trust account and the proposed disbursement of all funds from the trust account. COUNTY'S share shall be clearly denominated at the bottom of this accounting.

C. Disbursements. COUNTY authorizes ATTORNEY to pay themselves the agreed-upon fee and to reimburse themselves for any litigation costs advanced, according to the disbursement statement. COUNTY authorizes ATTORNEY to pay all reimbursement claims owed by COUNTY.

#### VII. WARRANTY

1. ATTORNEY represents and warrants that the attorneys appointed by the Prosecuting Attorney are members in good standing of the Washington 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 COUNTY.

2. ATTORNEY shall protect, save harmless, indemnify, and defend, at their 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 in the performance of this agreement, including claims by ATTORNEY'S employees or third parties.

### **VIII. INSURANCE**

Prior to undertaking any work under this AGREEMENT and at no expense to the COUNTY, ATTORNEY shall continuously maintain a policy or policies of insurance as listed below.

1. Professional Liability/Errors and Omissions Insurance with a minimum limit of coverage at \$1,000,000 per occurrence.

### **IX. ADDITIONAL INSURANCE POLICY CONDITIONS**

1. The policy shall have an effective date prior to or coincident with the date of this AGREEMENT, and the policy shall state the effective date. ATTORNEY shall maintain coverage for the duration of this AGREEMENT and for a minimum of three years following termination of this AGREEMENT. ATTORNEY shall annually provide the COUNTY, if requested, with proof of renewal or replacement coverage for the required term of coverage.
2. The COUNTY maintains the right to receive a certified copy of all insurance policies;
3. All deductibles or self-insured retentions shall be the responsibility of ATTORNEY.

### **X. NON-DISCRIMINATION**

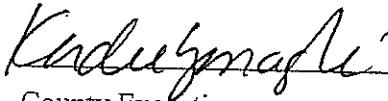
ATTORNEY shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by ATTORNEY of the ATTORNEY'S compliance with the requirements of Chapter 2.460 SCC. If ATTORNEY is found to 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.

*SIGNATURES ON NEXT PAGE*

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as follows:


SNOHOMISH COUNTY

KENDEE YAMAGUCHI  
Executive Director

  
County Executive

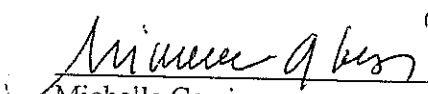
4/19/19  
Date

COZEN O'CONNOR

  
Bryan R. Campbell

6/6/19  
Date

Approval as to Form:

  
Michelle Corsi  
Snohomish County Deputy Prosecuting  
Attorney

COUNCIL USE ONLY	
Approved:	7.10.19
Docfile:	D-8

ACORD™

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
4/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

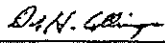
<b>PRODUCER</b> Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 270 Alpharetta, GA 30022	<b>CONTACT NAME:</b> Jerry Noyola
	<b>PHONE (A/C, No, Ext):</b> 770-552-4225 <b>FAX (A/C, No):</b> 866-550-4082 <b>E-MAIL ADDRESS:</b> jerry.noyola@greyling.com
<b>INSURED</b> Cozen O'Connor 1650 Market Street, Suite 2800 Philadelphia, PA 19103	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A :</b> Lloyd's, London-Britt Syndicate 2987 <b>NAIC #</b> 085202
	<b>INSURER B :</b>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>

**COVERAGES**      **CERTIFICATE NUMBER: 19-20**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Lawyers Prof. Liability Program</b>			B0146LDUSA1904699	04/24/2019	04/24/2020	See Description

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Evidence of Coverage Only.**  
**Lawyers Professional Liability Program Evidence of Coverage Only**  
**Total Limit of Liability: \$200,000,000**  
**Self-Insured Retention: \$2,500,000 Each Claim/\$5,000,000 Annual Aggregate**  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  To Whom It May Concern	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

## DESCRIPTIONS (Continued from Page 1)

Primary Lead Quota Share: Brit Syndicate 2987 | B0146 LDUSA1904699 | \$6,250,000 p/o \$25,000,000 - Lead Insurer

Primary Quota Share: National Fire & Marine Insurance Company | 42-EPP-150679-04 | \$5,000,000 p/o \$25,000,000

Primary Quota Share: MS Amlin Syndicate 2001 | B0146 LDUSA1904699 | \$4,500,000 p/o \$25,000,000

Primary Quota Share: Swiss Re International SE, UK Branch | B0146 LDUSA1904699 | \$4,500,000 p/o \$25,000,000

Primary Quota Share: Scottsdale Insurance Company | LWS0000720 | \$2,500,000 p/o \$25,000,000

Primary Quota Share: Pioneer Consortium 9987 (100% Pioneer Syndicate 1980) | B0146 LDUSA1904699 | \$2,250,000 p/o \$25,000,000

1st Excess Quota Share: Ironshore Specialty Insurance Company | 003549701 | \$10,000,000 p/o \$25,000,000 xs of \$25,000,000

1st Excess Quota Share: National Fire & Marine Insurance Company | 42-EPP-150678-04 | \$5,000,000 p/o \$25,000,000 xs of \$25,000,000

1st Excess Quota Share: Swiss Re International SE, UK Branch | B0146 LDUSA1904703 | \$3,750,000 p/o \$25,000,000 xs of \$25,000,000

1st Excess Quota Share: Markel International Insurance Company Limited | B0146 LDUSA1904703 | \$2,500,000 p/o \$25,000,000 xs of \$25,000,000

1st Excess Quota Share: Ren Re Syndicate 1458 | B0146 LDUSA1904703 | \$1,875,000 p/o \$25,000,000 xs of \$25,000,000

1st Excess Quota Share: Pioneer Consortium 9987(100% Pioneer Syndicate 1980) | B0146 LDUSA1904703 | \$1,875,000 p/o \$25,000,000 xs of \$25,000,000

2nd Excess Quota Share: Starr Surplus Lines Insurance Company | SLSLPRX26613219 | \$10,000,000 p/o \$50,000,000 xs of \$50,000,000

2nd Excess Quota Share: Allied World Assurance Company Ltd | C011901/011 | \$10,000,000 p/o \$50,000,000 xs of \$50,000,000

2nd Excess Quota Share: HDI Global Specialty SE, UK Branch | B0146 LDUSA1904704 | \$9,302,350 p/o \$50,000,000 xs of \$50,000,000

2nd Excess Quota Share: Ironshore Specialty Insurance Company | 000252510 | \$5,000,000 p/o \$50,000,000 xs of \$50,000,000

2nd Excess Quota Share: Interstate Fire & Casualty Company | EUJ01001455 | \$5,000,000 p/o \$50,000,000 xs of \$50,000,000

2nd Excess Quota Share: SCOR UK Company Limited | B0146 LDUSA1904704 | \$4,651,150 p/o \$50,000,000 xs of \$50,000,000

2nd Excess Quota Share: Liberty Mutual Insurance Europe SE | B0146 LDUSA1904704 | \$3,255,800 p/o \$50,000,000 xs of \$50,000,000

2nd Excess Quota Share: AmTrust Syndicate 1861 | B0146 LDUSA1904704 | \$2,790,700 p/o \$50,000,000 xs of \$50,000,000

3rd Excess Quota Share: Argo Re Ltd | ARGO-EANDO-19-000878.4 | \$15,000,000 p/o \$50,000,000 xs of \$100,000,000

3rd Excess Quota Share: Crum & Forster Specialty Insurance Company | LOL-103367 | \$10,000,000 p/o \$50,000,000 xs of \$100,000,000

3rd Excess Quota Share: Liberty Specialty Markets Agency Limited (50% Liberty Specialty Markets Bermuda Limited/25% Starr Insurance & Reinsurance Limited/25% Antares Syndicate 1274) | ISF0004987 | \$7,500,000 p/o \$50,000,000 xs of \$100,000,000

3rd Excess Quota Share: SCOR UK Company Limited | B0146 LDUSA1904879 | \$7,355,000 p/o \$50,000,000 xs of \$100,000,000

3rd Excess Quota Share: Global Indemnity Reinsurance Company Ltd | COZEN50X100UW19 | \$5,000,000 p/o \$50,000,000 xs of \$100,000,000

3rd Excess Quota Share: Liberty Mutual Insurance Europe SE | B0146 LDUSA1904879 | \$3,920,000 p/o \$50,000,000 xs of \$100,000,000

3rd Excess Quota Share: Navigators Syndicate 1221 at Lloyd's | B0146 LDUSA1904879 | \$1,225,000 p/o \$50,000,000 xs of \$100,000,000

## DESCRIPTIONS (Continued from Page 1)

4th Excess Quota Share: Liberty Specialty Markets Agency Limited (50% Liberty Specialty Markets Bermuda Limited/25% Starr Insurance & Reinsurance Limited/25% Antares Syndicate 1274) | ISF0004988 | \$17,500,000 p/o \$50,000,000 xs of \$150,000,000

4th Excess Quota Share: Arch Reinsurance Ltd | LPL0060902-01 | \$10,000,000 p/o \$50,000,000 xs of \$150,000,000

4th Excess Quota Share: Aspen Bermuda Ltd | PLA8D1819A0X | \$9,000,000 p/o \$50,000,000 xs of \$150,000,000

4th Excess Quota Share: Argo Re Ltd | ARGO-EANDO-19-001027.3 | \$6,500,000 p/o \$50,000,000 xs of \$150,000,000

4th Excess Quota Share: Axis Specialty Limited | 1145330119QA | \$5,000,000 p/o \$50,000,000 xs of \$150,000,000

4th Excess Quota Share: Global Indemnity Reinsurance Company Ltd | COZEN50X150UW19 | \$2,000,000 p/o \$50,000,000 xs of \$150,000,000