

CONTRACT LAW FIRM: Thompson, Guildner & Associates, Inc., P.S.
CONTACT PERSON: Benjamin Goodwin, Associate
ADDRESS: 110 Cedar Ave, Suite 102
Snohomish, WA 98290
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 600 045 559
TELEPHONE/FAX NUMBER: 360-568-3119

COUNTY AGENCY.: Charter Review commission
AGENCY CONTACT PERSON: Brett Gailey
TELEPHONE: 425-244-3443

PROJECT: Charter Review Commission
Legal Support
AMOUNT: Not to exceed \$70,000
FUND SOURCE: 002.5169904111
CONTRACT DURATION: **Effective Date through
December 31, 2026**

CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") is made between Snohomish County, a political subdivision of the State of Washington, on behalf of the Snohomish County Charter Review Commission, an agency constituted by the Snohomish County Charter ("COUNTY") and Thompson, Guildner & Associates, Inc., P.S., a Washington professional service corporation (hereinafter referred to as "ATTORNEY"), whose office is located in Snohomish, Washington. The parties agree as follows:

I. PURPOSE OF AGREEMENT

COUNTY hereby retains ATTORNEY to provide legal advice and representation to the Snohomish County Charter Review Commission (the "Commission") on legal matters related to the Commission's role in reviewing the Snohomish County Charter to determine the Charter's adequacy and suitability to the needs of the COUNTY and proposing amendments thereto. For purposes of this contract and RPC 1.13(h) the County shall be considered the client. ATTORNEY may receive direction from: the Commission Chair or his designee. It is specifically understood by both parties that the services of ATTORNEY will be provided by Thompson, Guildner & Associates, Inc., P.S, except as stated in Article V of this Agreement.

II. APPOINTMENT BY THE SNOHOMISH COUNTY PROSECUTING ATTORNEY

1. Benjamin Goodwin must be appointed as a special deputy prosecuting attorney by the Snohomish County Prosecuting Attorney for the limited purpose of providing services on behalf of 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. 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, Bridget Casey, including copies of any written products generated on behalf of the COUNTY and copies of billings submitted pursuant to Article VIII of this Agreement. The Chair of the Charter Review Commission may attend said monthly meetings at their discretion.

2. The appointment of Benjamin Goodwin as special deputy prosecuting attorney shall authorize him to perform the services outlined in Article III of this Agreement.

III. DESCRIPTION OF SERVICES

ATTORNEY shall provide legal services to COUNTY as provided in Exhibit A attached hereto and incorporated by this reference.

IV. CLIENT IS SNOHOMISH COUNTY

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

V. OTHER LEGAL PERSONNEL AND EXPERTS

1. Benjamin Goodwin may delegate services to other counsel in the firm or staff employed by ATTORNEY to assist in providing legal services under this Agreement in a cost effective manner, provided that other counsel and staff shall work at the specific direction and subject to the approval of the Commission.

2. Employment of experts or consultants by ATTORNEY shall be subject to prior written approval of the Prosecuting Attorney. The amount and manner of compensation shall be set out in the request and approval documents.

VI. DURATION

This Agreement shall take effect upon the date of signature by all parties and shall expire at the latter of December 31, 2026, or terminated under Article XI of this Agreement.

VII. COMPENSATION

1. COUNTY shall pay ATTORNEY for legal services provided under this agreement at the following hourly rate for legal services actually provided: Emily Guildner, two hundred eighty-five dollars (\$285); Benjamin Goodwin, two hundred sixty dollars (\$260), paralegals, one hundred sixty-five dollars (\$165), Licensed Legal Intern, one hundred eighty dollars (\$180). In the event that Benjamin Goodwin delegates work to another partner or shareholder under Article V of this Agreement, the amount shall be two hundred eighty-five dollars (\$285).

2. COUNTY agrees to pay reasonable and necessary out-of-pocket expenses, including copying, legal research fees, long distance telephone calls, and other incidental expenses not typically included in the hourly rate charged by attorneys at their actual cost. The cost of travel shall be billed one way at the ATTORNEY's hourly rate. The cost of travel applies to regular reoccurring meetings held at the Snohomish County Charter Review Commission's primary offices and all other travel as required during the normal course of representation.

3. All time shall be accounted for and billed to the tenth (1/10) of the hour for attorneys and support staff.

4. Costs over \$500.00 will be discussed with, and approved by, the COUNTY prior to being incurred.

5. Total charges for services and other matters provided under this Agreement shall not exceed **\$70,000.00** without prior written authorization of COUNTY.

VIII. BILLING AND RECORD KEEPING

1. ATTORNEY shall submit electronic billing statements to COUNTY on a monthly basis, except for those months during which no services are provided. Statements shall be addressed to the Chair of the Charter Review Commission with a cc to the Chief Civil Deputy and the Snohomish County Council Chief of Staff and will be processed following review and approval by the Charter Review Commission Chair:

Brett Gailey, Charter Review Commission Chair
Brett.gailey@snoco.org

Bridget Casey, Chief Civil Deputy
Bridget.casey@co.snohomish.wa.us

Heidi Beazizo, Snohomish County Council Chief of Staff
Heidi.beazizo@co.snohomish.wa.us

2. Each billing statement shall contain a detailed explanation of the work performed, time expended, and who performed it, and shall identify the case or matter to which the charges relate. 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.

IX. 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 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 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. ATTORNEY shall protect the confidentiality of all communications between ATTORNEY and COUNTY, its officers, agents, or employees, except as authorized by COUNTY.

X. 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.

XI. TERMINATION

1. If ATTORNEY breaches any of its obligations under this Agreement, and fails to cure the breach within five (5) 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 thirty (30) calendar days' written 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

ATTORNEY represents and warrants that each attorney providing services under this contract is a member 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. 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.

XIII. HOLD HARMLESS

1. ATTORNEY shall protect, save harmless, indemnify, and defend, at its own expense, Snohomish County from any loss or claim for damages of any nature whatsoever arising

out of but only to the extent of ATTORNEY'S , intentional, tortious, or wrongful acts in the performance of this Agreement, including claims by ATTORNEY'S employees or third parties. This provision shall not include claims or judgments for professional negligence, which are addressed in Article XIII, Paragraph 2 below. If COUNTY tenders defense of such claim(s), and ATTORNEY accepts tender of defense, ATTORNEY shall have the right of its choice of counsel in fulfilling the obligations set forth in this paragraph. With the COUNTY's consent, which shall not be unreasonably withheld, ATTORNEY may settle any claim(s) arising under this Article XIII, Paragraph 1. ATTORNEY's aggregate liability under this provision shall be limited to the extent of the commercial general liability policy limits required by this Agreement.

2. ATTORNEY shall protect, save harmless, and indemnify, at its own expense, Snohomish County, its elected and appointed officials, officers, employees, and from any loss or claim for damages of any nature whatsoever arising out of but only to the extent of ATTORNEY's professional negligence, which shall include any act covered by professional liability insurance maintained continuously by ATTORNEY for the duration of this Agreement, as specified in Section XIV below. Claims based on legal malpractice will only be reimbursed after being reduced to judgment or settlement, but ATTORNEY agrees that reimbursement shall include any judgment or settlement amount and all costs incurred by the COUNTY in litigating the action. ATTORNEY shall have the right of its choice of counsel in fulfilling the obligations set forth in this paragraph. With the County's consent, which shall not be unreasonably withheld, ATTORNEY may settle any claim(s) arising under this Article XIII, Paragraph 2. In order to avoid any professional liability insurance coverage issues which this indemnity might otherwise create, it is agreed that no portion of this indemnity shall be deemed to broaden or expand the ATTORNEY's liability for professional negligence beyond that provided by applicable law, or deprive the firm of any protection provided by the applicable law or to impose liability on the ATTORNEY where no negligence or malpractice is proven. ATTORNEY's aggregate liability for professional negligence under this provision shall be limited to the extent of the professional liability insurance policy limits required by this Agreement.

XIV. INSURANCE REQUIREMENTS

1. Prior to undertaking any work under this AGREEMENT and at no expense to the County, ATTORNEY shall continuously maintain on file with Snohomish County acceptable evidence of a policy or policies of insurance as listed below.

- a. Commercial general liability insurance with minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage on which COUNTY is named as additional insured with an additional insured endorsement;
- b. Automobile liability insurance: N/A
- c. Professional Liability/Errors and Omissions Insurance with a minimum limit of coverage of Two Million Dollars (\$2,000,000) per occurrence or claims made and reported, if applicable.

2. Should the ATTORNEY's professional liability policy or policies be a claims made and reported policy or policies, they shall have a retroactive date prior to or coincident with the date of this Agreement, and the policy or policies shall state the retroactive date. ATTORNEY shall maintain coverage for the duration of this agreement and for a minimum of three (3) years following termination of this Agreement. ATTORNEY shall annually provide the COUNTY with proof of renewal for the required term of coverage. If renewal of the coverage becomes unavailable, or economically unavailable (i.e., premiums quoted exceed ten percent (10%) of the limits of liability), ATTORNEY shall notify the COUNTY in writing of such unavailability and shall secure comparable coverage from another carrier acceptable to the COUNTY prior to expiration of the existing policy.

3. The COUNTY maintains the right to receive a certified copy of all insurance policies.

4. ATTORNEY and the COUNTY agree that ATTORNEY'S insurance coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice has been given to the COUNTY. ATTORNEY shall give the County thirty (30) days' written prior notice of a reduction to or cancellation of coverage, and ten (10) days' notice of cancellation due to non-payment of premium, which the ATTORNEY shall fax to Snohomish County Risk Management at (425) 388-3499.

5. Prior to execution of this Agreement, ATTORNEY shall provide COUNTY with a certificate of insurance outlining all required coverage, limits, including a copy of the additional insured endorsements.

6. All deductibles or self-insured retentions shall be the responsibility of ATTORNEY. Deductibles or self-insured retentions in excess of Fifty Thousand Dollars (\$50,000) must be disclosed and are subject to approval by the County's Risk Manager.

XV. NON-ASSIGNMENT

ATTORNEY shall not subcontract, assign, or delegate any of its rights or duties under this agreement except as provided in this Agreement.

XVI. 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.

XVII. AMENDMENT

This Agreement shall not be amended 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.

XVII. 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 Agreement 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 Agreement 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.

XVIII. 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 ATTORNEY are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the ATTORNEY agrees to make them promptly available to the COUNTY. If the ATTORNEY 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 ATTORNEY 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 ATTORNEY 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 ATTORNEY (a) of the request and (b) of the date that such information will be released to the requester unless the ATTORNEY obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the ATTORNEY 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 ATTORNEY to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the ATTORNEY for releasing records not clearly identified by the ATTORNEY as confidential or proprietary. The COUNTY shall not be liable to the ATTORNEY for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

DATED this 24th day of February, 2026.

"COUNTY"

"ATTORNEY"

Snohomish County:

Teigen,
Thomas

Digitally signed by Teigen,
Thomas
Date: 2026.02.24 13:06:43
-08'00'

County Executive

Date

Thompson, Guildner & Associates, Inc.,
P.S



02/24/2026

Nikki Thompson, President

Date

Approved by Risk Management:

Barker, Sheila

Digitally signed by Barker,
Sheila
Date: 2026.02.20 13:28:42
-08'00'

Risk Manager

Date

Approved as to Form Only:

Marsh, George

Digitally signed by Marsh, George
Date: 2026.02.20 13:40:39 -08'00'

Date

Schedule A Scope of Services

- Meeting Attendance: We will prepare for and attend all Commission meetings and any study sessions, special sessions, and executive sessions to provide legal guidance on agenda items that could create liability.
- Review and Analysis of Proposed Charter Amendments: We will perform comprehensive legal reviews of proposed charter language and identify constitutional and statutory risks.
- Verbal and Written Legal Opinions: We will offer timely verbal advice during meetings and follow up with clear, written legal opinions or memoranda that summarize the issue, applicable law, and recommended actions.
- Interpretation of State and Federal Law: We will interpret and apply relevant Washington and federal statutes, regulations, and case law to Commission questions, including citations, practical implications, and recommended compliance steps tailored to the Commission's operational context.
- Ballot Language Review: We will review ballot titles, explanatory statements, and measure text to meet legal sufficiency standards, coordinate with County officials on formatting and deadlines, and provide risk assessments and corrective drafting where needed.
- OPMA Compliance and Meeting Procedures: We will advise on Open Public Meetings Act requirements before, during, and after meetings by reviewing notices, agendas, remote participation protocols, and executive session use, and provide corrective guidance to cure procedural defects when they arise.
- PRA Compliance and Records Handling: We will counsel on Public Records Act obligations related to Commission records, advise on retention and disclosure decisions, prepare redaction and exemption analyses, and coordinate with records staff to ensure timely, legally defensible responses.
- Drafting and Reviewing Legal Memoranda and Briefing Materials: We will produce concise, audience-appropriate memoranda, staff briefs, and summaries that distill complex legal issues into actionable recommendations.
- Nonpartisan, Neutral Legal Advising: We will serve as an impartial legal advisor focused solely on legal analysis and statutory compliance; we avoid policy advocacy, document conflicts of interest, and provide balanced options so the Commission can make informed, lawful policy choices.
- Training and Preventive Counseling: We will offer targeted trainings and pre-meeting briefings on charter amendment processes, ballot drafting, OPMA/PRA compliance, and other recurring legal topics to reduce risk and streamline Commission decision-making.