

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 22-538

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A
MUTUAL TERMINATION OF CONTRACT FOR LEGAL SERVICES AGREEMENT
WITH COZEN O'CONNOR AND TO EXECUTE A NEW CONTRACT FOR
LEGAL SERVICES WITH STOKES LAWRENCE, P.S.

WHEREAS, by Motion No. 19-211, the Snohomish County Council approved and authorized the County Executive to sign a Contract for Legal Services between Snohomish County and Cozen O'Connor for recovery of damages claims at the Snohomish County Airport; and

WHEREAS, the primary attorney representing the County at Cozen O'Connor has changed law firms and requests the existing contract be transferred to his new law firm, Stokes Lawrence, P.S.; and

WHEREAS, the current law firm Cozen O'Connor agrees to the transfer of the matter to Stokes Lawrence, P.S. and to the mutual termination of its current contract with the County pursuant to Section IV of the Contract; and

WHEREAS, it is in the best interests of the County to mutually terminate the existing Contract for Legal Services with Cozen O'Connor and enter a new Contract for Legal Services with Stokes Lawrence, P.S. to continue with the same attorney representation;

NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the County Executive to: (1) execute a mutual termination of the Contract for Legal Services with Cozen O'Connor in the form attached hereto; and (2) execute a new Contract for Legal Services with Stokes Lawrence, P.S., in the form attached hereto.

PASSED this 14th day of December, 2022.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Asst. Clerk of the Council

CONTRACTOR: Cozen O'Connor
CONTACT PERSON: Bryan Campbell
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

MUTUAL TERMINATION OF 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 to mutually terminate the May 30, 2019 Contract for Legal Services as follows:

A. Mutual Termination.

Pursuant to Section IV of the Contract for Legal Services commencing May 30, 2019, both the COUNTY and ATTORNEY mutually agree to end the attorney-client relationship effective November 29, 2022. Attorney Robert Bowman, previously of Cozen O'Connor, has changed law firms to Stokes Lawrence, P.S. Such mutual termination extinguishes any and all COUNTY obligation to ATTORNEY for fees and costs, including contingency fees and including any reasonable fee for services based on a valuation of ATTORNEY'S services rendered and accepted by COUNTY up to the time of mutual termination, with the exception of any outstanding litigation costs as defined in the Contract for Legal Services advanced and/or incurred by ATTORNEY, which shall be paid by COUNTY. ATTORNEY will provide invoices to COUNTY for all outstanding costs in due course. It is specifically understood that Cozen O'Connor and Stokes Lawrence have a fee sharing agreement in place and all attorney fees, if any, will be split pursuant to that agreement without any further obligations to ATTORNEY COZEN O'CONNOR from COUNTY.

B. Records.

All existing records in the possession of ATTORNEY pertaining to the above matter will be transferred to the custody of attorney ROBERT BOWMAN and STOKES LAWRENCE, P.S. without undue delay for its use. All existing records includes, but is not limited to, all preliminary or final memoranda, reports, papers, data, documents, computer programs, or other information prepared in the performance of this contract, and which records shall be used by ROBERT

BOWMAN and STOKES LAWRENCE, P.S. without restriction to the extent consistent with the Rules of Professional Conduct and other laws.

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

SNOHOMISH COUNTY

COZEN O'CONNOR



County Executive Date

Bryan Campbell 11/29/22
Date

Approval as to Form:

Michelle Corsi
Snohomish County Deputy Prosecuting
Attorney

CONTRACTOR: Stokes Lawrence, P.S.
CONTACT PERSON: Robert Bowman
ADDRESS: 1420 Fifth Avenue, Suite
3000 Seattle, Washington
98101
TELEPHONE: (206) 626-6000
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 Stokes Lawrence, P.S., (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 Robert Bowman, who previously represented the County in this Matter at Cozen O'Connor has changed law firms to Stokes Lawrence, P.S. 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) Robert Bowman. 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 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, ATTORNEYS 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 November 9, 2022 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

1. 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.
2. 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.
3. 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.

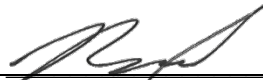
SIGNATURES ON NEXT PAGE

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

SNOHOMISH COUNTY

STOKES LAWRENCE, P.S.

County Executive Date



Robert L. Bowman 11/21/22
Date

Approval as to Form:

Michelle Corsi
Snohomish County Deputy Prosecuting
Attorney