

CONTRACT FOR LEGAL SERVICES
(TORT LITIGATION)

Snohomish County, through the office of the Prosecuting Attorney (hereinafter referred to as “County”), and Harrigan Leyh Farmer & Thomsen, LLP (hereinafter referred to as “Attorney”), in consideration of the mutual promises contained herein agree as follows:

1. Services. The Attorney shall act as co-counsel and represent the County in the lawsuit captioned: The Civil Survival Project, et al. v. State of Washington, et al., King County Superior Court Case No. 21-2-03266-1 (the “Lawsuit”). The parties recognize that Attorney will also be representing co-defendant King County in the Lawsuit and the County consents to that joint representation.
2. Attorney Fees. The Attorney will bill monthly at rates discounted from its usual hourly rates. The hourly rates for Attorney’s service are as follows:

Timothy G. Leyh	\$590
Randall Thomsen	\$500
Kristin Ballinger	\$475
Associate Attorneys	\$335-375
Paralegals	\$200-235

The appointment of Timothy Leyh, Randall Thomsen and Kristin Ballinger as special deputy prosecuting attorneys shall authorize them to perform the services set forth above.

3. Costs and Expenses. The County will reimburse Attorney for all costs reasonably needed to complete its work. The costs normally include copying, messengers, expert witness fees, filing fees, computerized legal research, court reporters, telephone toll charges and travel expenses. Because many of these services are used more extensively in connection with some matters than others, they are billed to each matter on the basis

of direct utilization. Normal secretarial and staff serves are included in the attorney's fees and are not billed as a separate item. However, if the matter requires special staff services or overtime, these services are billed at cost. The total amount billed for services will not exceed **\$50,000.00**, without the County's prior approval.

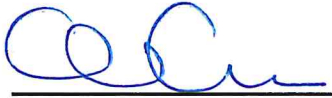
4. Statements. Attorney will send Snohomish County and King County a statement for its fees and costs incurred each month. Each County shall be responsible to pay one-half of the total fees and costs incurred each month. Payment is due upon receipt. Statements unpaid for 30 days or more may incur a late charge of 1% per month. Attorney's billings for Snohomish County shall be directed to the County's Chief Civil Deputy.
5. Joint Representation. As noted above, Attorney will be jointly representing both King County and Snohomish County in this matter. King County has separately agreed to this joint representation. Attorney owes both Counties an equal duty of loyalty and both Counties have the right to be informed of anything bearing on Attorney's representation that might affect their interests and the right to expect that Attorney will use that information to their benefit. Any information, including information protected by the attorney-client privilege, that either County provides to us may be shared with the other County. If either County decides that some matter material to the representation should be kept from the other, it may require the firm to withdraw from this representation. Based on the facts as Attorney currently understands them, there is no conflict of interest between the Counties. Should a conflict arise such that Attorney determines it can no longer effectively or ethically represent both Counties, then (a) Attorney may withdraw from this representation, and (b) each County would

need to find new counsel. The only exception to this would be if Attorney and clients consent to some different arrangement, after full consideration of the attendant circumstances.


6. Duration of Contract. This agreement shall be in effect from April 1, 2021 and shall continue, unless terminated by either party, through the termination of the Lawsuit.
7. Termination. Attorney's representation may be terminated by the County or the Attorney at any time by written notice, subject to applicable court rules.
8. Non-Discrimination. The 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 the Attorney of the Attorney's compliance with the requirements of Chapter 2.460 SCC. If the 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 the Attorney's obligations under other federal, state, or local laws against discrimination.
9. Warranty. Attorney represents and warrants that any lawyer providing services under this contract is a member in good standing of the Washington State Bar Association, subject to no pending disciplinary proceedings, and that all known conflicts have been disclosed to the County.

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

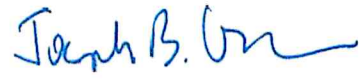
SNOHOMISH COUNTY

 4/14/2021
Adam Cornell Date
Snohomish County Prosecuting Attorney

HARRIGAN LEYH FARMER & THOMSEN, LLP

 4/13/2021
Timothy G. Leyh Date

Approved as to Form:

 4/13/2021
Joseph B. Genster Date
Deputy Prosecuting Attorney