

CONSULTANT: Joyce Ziker Parkinson PLLC
CONTACT PERSON: Stephen R. Parkinson
ADDRESS: 1601 Fifth Avenue, Suite 2040
Seattle, WA 98101
TELEPHONE/FAX NUMBER: 206-957-5960/206-957-5965
COUNTY DEPT: Snohomish County Airport
DEPT. CONTACT PERSON: Arif Ghouse
TELEPHONE/FAX NUMBER: 425-388-5100/425-388-5108
PROJECT: Legal Services
AMOUNT: Not To Exceed \$25,000
FUND SOURCE: 410-5216804101
CONTRACT DURATION: Immediately through discharge of professional services

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and JOYCE ZIKER PARKINSON PLLC ("Attorney" and/or "Consultant"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to retain the services of Attorney with regard to environmental issues on Snohomish County Airport Property in and around the southeast area of the airport and tangential locations (the "Matter"). It is specifically understood by the parties that the services of Attorney will be provided by Stephen R. Parkinson, except as stated in Section 5. Attorney represents that he is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner. This representation involves the investigation, preparation, negotiation, and litigation if needed of the Matter. Attorney is retained to furnish legal representation of the County in this matter only.

2. Term of Agreement; Time of Performance. This Agreement shall be effective immediately upon execution (the "Effective Date") and shall continue, unless terminated, until Attorney has fully discharged its professional responsibilities to County; PROVIDED, HOWEVER, that the County's obligations after December 31, 2019 are contingent upon local

AGREEMENT FOR LEGAL SERVICES
WITH JOYCE ZIKER PARKINSON PLLC

legislative appropriation of funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay Attorney for legal services provided by Stephen R. Parkinson under this Agreement at an hourly rate of \$425.00. In the event Mr. Parkinson delegates work to other attorneys with the appropriate level of experience to produce cost efficiency, the County will pay Attorney for their services at the following hourly rates: partner attorneys \$425.00; associate attorneys \$275.00. The County will pay reasonable and necessary out-of-pocket expenses including copying, printing, postage, and other incidental expenses excluding computer based legal services such as Lexis and Westlaw. The County will reimburse Attorney for necessary travel and other out-of-pocket expenses specified herein. Reimbursement for lodging and meals shall not exceed the federal per diem rates established by the U.S. General Services Administration without prior approval by the County. Attorney shall utilize coach airfares and mid-size or lower vehicle rentals unless prior approval is received from the County. PROVIDED, HOWEVER, that in no event shall the total amount charged by Attorney or paid by the County for services during the initial term (excluding extensions or renewals, if any) of this Agreement exceed \$25,000. Time of Attorney spent in travel related to the provision of services under this Agreement shall not be compensated. Time may be recorded and invoiced by Attorney in fractional hours with increments of no less than fifteen (15) minutes.

b. Invoices. Attorney shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Each invoice shall also include an itemization of any reimbursable expenses incurred by Attorney during the time period covered by the invoice, together with reasonable documentation substantiating such expenses. Subject to County review and approval of the work performed, the County will pay such invoices within thirty (30) calendar days of receipt.

c. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$25,000 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Appointment as Special Deputy. Stephen R. Parkinson has been appointed as a special deputy prosecuting attorney by the Snohomish County Prosecuting Attorney for the limited purpose of providing legal services with regard to environmental issues on Snohomish County Airport Property building C-1 and tangential locations. 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 deputy is necessary, Stephen R. Parkinson shall inform the Chief Civil Deputy of the need for such appointment. Additional special deputy appointments shall be at the pleasure of the Prosecuting Attorney and may be revoked at any time.

5. Associate Counsel and Experts. Stephen R. Parkinson may delegate services to

partner and associate attorneys to assist him in providing legal services under this Agreement in a cost effective manner, provided that attorneys shall work at the specific direction and subject to the approval of Stephen R. Parkinson.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. Contacts for Invoices. Attorney invoices shall be addressed to:

Arif Ghouse
Airport Director
Snohomish County Airport
3220 100th St SW Ste A
Everett, WA 98204-1390

Michelle Corsi
Deputy Prosecuting Attorney
Prosecuting Attorney's Office
3000 Rockefeller, M/S504
Everett, WA 98201

8. Ownership of Documents. All reports, plans, memorandums, opinions, pleadings, analyses, data and other documents produced in the performance of this Agreement shall be the property of the County. Copies of any documents prepared in connection with legal services provided under this Agreement shall be provided by Attorney to County upon request.

9. Assignment. Attorney shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement except as provided in this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. Attorney shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by Attorney. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of Attorney which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to Attorney, shall be refunded to the County by Attorney.

11. Indemnification.

a. Professional Liability.

Attorney agrees to indemnify the County and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of Attorney's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of Attorney, its principals, employees or associates. Attorney has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Attorney's finally determined

percentage of liability based upon the comparative fault of Attorney, its principals, employees and associates. For the purpose of this section, County and Attorney agree that County's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, Attorney shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of Attorney. In addition, Attorney shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County by an employee or former employee of Attorney and Attorney, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from Attorney.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. Attorney shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the

performance of the services hereunder by Attorney, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, Attorney warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to Attorney under this Agreement. Attorney shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. Attorney's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Attorney to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. Attorney shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$500,000 per accident;

(v) Professional Liability: \$4,000,000 per claim and \$4,000,000 aggregate with a \$20,000 deductible per claim.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Attorney in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.

Additional Insured Endorsement must be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) Attorney's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to Attorney's liability to the County and shall be the sole responsibility of Attorney.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, Attorney shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

Attorney shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by Attorney of Attorney's compliance with the requirements of Chapter 2.460 SCC. If Attorney is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or 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.

14. Federal Non-discrimination and Federal Compliance. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration

Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

A. General Civil Rights Provisions: The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Title VI Solicitation Notice: The Snohomish County Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Compliance with Nondiscrimination Requirements: During the performance of this contract, the Contractor, for itself, its assignees, its consultants, its subcontractors and successors (hereinafter collectively referred to as contractor) in interest agrees as follows:

1. Compliance with Regulations. The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract as Addendum A.

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 Nondiscrimination Acts and Authorities, 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. If subcontracts applicable, in all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities 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 County or the Federal Aviation Administration to be pertinent to ascertain compliance with

such Nondiscrimination Acts And Authorities 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 sponsor or the Federal Aviation Administration, 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 Nondiscrimination provisions of this contract, the County will impose such contract sanctions as it or the Federal Aviation Administration 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, if any. The Contractor will take action with respect to any subcontract as the County or the Federal Aviation Administration 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, the contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. **Employment of County Employees.** SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. **Compliance with Other Laws.** Attorney shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. **Compliance with Grant Terms and Conditions.** Attorney shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds Attorney's work hereunder.

18. **Prohibition of Contingency Fee Arrangements.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such

fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct Attorney in writing to stop work effective immediately, or as directed, pending further instructions from the County to resume the work of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If Attorney breaches any of its obligations hereunder, and fails to cure the same within ten (10) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay Attorney only for reasonable services and corresponding reimbursable expenses, if any, accepted by the County.

c. The County may terminate this Agreement upon twenty (20) business days' written notice to Attorney for any reason other than stated in subparagraph b above, in which case payment shall be made for reasonable services and corresponding reimbursable expenses, if any, incurred by Attorney in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against Attorney provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 18, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due Attorney (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications, except invoices sent pursuant to Section 7, shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

AGREEMENT FOR LEGAL SERVICES
WITH JOYCE ZIKER PARKINSON PLLC

If to the **County**:

Arif Ghouse
Airport Director
Snohomish County Airport
3220 100th St SW, Ste A
Everett, WA 98204-1390

and Michelle Corsi, Deputy Prosecuting Attorney
Civil Division
Prosecuting Attorney's Office
3000 Rockefeller, M/S504
Everett, WA 98201

If to Attorney:

Stephen R. Parkinson
Joyce Ziker Parkinson PLLC
1601 Fifth Avenue, Suite 2040
Seattle, WA 98101

The County or Attorney may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. Attorney shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with Attorney's performance under this Agreement. Attorney may use such information solely for the purposes necessary to perform its obligations under this Agreement. Attorney shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Attorney Work Product. This contract is entered into in anticipation of litigation. All work product and documents generated by the Attorney in performance of this contract shall be prepared in relation to the anticipation and preparation of litigation and shall be held confidential by all parties to this Agreement as attorney work product. The Attorney acknowledges that all materials disclosed to him by the County, and the work he performs for the County hereunder, are confidential and proprietary, and the Attorney will abide by all reasonable restrictions placed by the County on the dissemination of such materials.

In the event that the Attorney is served with a subpoena or other legal process requesting the disclosure of such materials or work, the Attorney will promptly advise the County of same and the Attorney will cooperate with all reasonable and lawful requests by the County to prevent the disclosure of confidential and/or proprietary information pursuant to such subpoena or other process. Any and all studies, reports, surveys of data, work papers, or other information prepared by the Attorney in connection with work performed under this Agreement, shall be the property of the County, and Attorney waives any right of lien thereon for payment of services.

25. Warranty. 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 or regulatory proceedings are pending against them, that all necessary investigations have been made to identify conflicts, and that all conflicts have been disclosed and

AGREEMENT FOR LEGAL SERVICES
WITH JOYCE ZIKER PARKINSON PLLC

will continue to be disclosed to the County.

26. 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 Attorney are needed for the County to respond to a request under the Act, as determined by the County, Attorney agrees to make them promptly available to the County. If 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, 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 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 Attorney (a) of the request and (b) of the date that such information will be released to the requester unless Attorney obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If 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 Attorney to claim any exemption from disclosure under the Act. The County shall not be liable to Attorney for releasing records not clearly identified by Attorney as confidential or proprietary. The County shall not be liable to 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.

27. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

28. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

29. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

30. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and Attorney. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

31. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

32. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

33. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or Attorney, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or Attorney, as the case may be.

34. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

35. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:


County Executive
KENDEE YAMAGUCHI
Dated: 12/27/2019 Executive Director

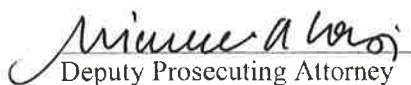
JOYCE ZIKER PARKINSON PLLC:


Stephen R. Parkinson, Partner
Dated: 12/13/2019

Approved as to insurance
and indemnification provisions:


Risk Management
Date: 12/23/19

Approved as to form only:


Deputy Prosecuting Attorney
Date: 12.16.19

AGREEMENT FOR LEGAL SERVICES
WITH JOYCE ZIKER PARKINSON PLLC

Addendum A

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its consultants, its subcontractors, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as they may be amended from time to time and which are incorporated herein by reference, including but not limited to:

- 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);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 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);
- 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 of 1990, 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 CFR 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 non-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).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2019

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	CONTACT NAME:		
	PHONE (A/C, No, Ext): 425-709-3600	FAX (A/C, No): 425-709-7460	
INSURED Joyce Ziker Parkinson, PLLC 1601 Fifth Ave, Suite 2040 Seattle, WA 98101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Co. of Conn.		
	INSURER B: Travelers Indemnity Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	X		6808246H2651942	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			6808246H2651942	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 5,000			CUP3006Y1451942	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6808246H2651942 ** WA State Employers Liability/Stop Gap	02/01/2019	02/01/2020	WC STATUTORY LIMITS ☒ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Precision Engines - Snohomish County, its officers, officials, employees and agents are listed as additional insured on the General Liability policy per endorsement/form attached. Coverage is Primary and Non-Contributory on the General Liability per attached endorsements/forms.

CERTIFICATE HOLDER**CANCELLATION**

Snohomish County 3000 Rockefeller Ave, M/S 504 Everett, WA 98201	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 

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

SNOHOMISH COUNTY

3000 ROCKEFELLER AVE

M/S 504

EVERETT

WA 98201

PROJECT/LOCATION OF COVERED OPERATIONS:

AS REQUIRED BY WRITTEN CONTRACT, SERVICES PROVIDED BY JOYCE ZIKER PARKINSON PLLC

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.