

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 23-021

APPROVING 3rd AMENDMENT TO 2021 CONTRACT FOR SPECIAL SERVICES

WHEREAS, the Snohomish County Prosecuting Attorney, consistent with his authority under state law, county charter and county code, procured a Contract for Special Services with Joyce Ziker Parkinson PLLC for the purpose of representing Snohomish County in the civil lawsuit, Robinett Brothers, LLC. v. Snohomish County; and

WHEREAS, the initial Contract for Special Services with Joyce Ziker Parkinson PLLC executed on July 11, 2019, was not to exceed \$15,000; and

WHEREAS, the Prosecuting Attorney approved a 1st Amendment to the initial Contract for Special Services with Joyce Ziker Partners, PLLC (f/k/a Joyce Ziker Parkinson, PLLC) on December 14, 2020, authorizing that the contract amount not exceed \$40,000; and

WHEREAS, the Prosecuting Attorney approved a 2nd Amendment to the initial Contract for Special Services with Joyce Ziker Partners, PLLC (f/k/a Joyce Ziker Parkinson, PLLC) on October 13, 2021, authorizing that the contract amount not exceed \$100,000; and

WHEREAS, litigation is progressing and will likely continue for the foreseeable future;

NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the County Executive to sign the attached 3rd Amendment to Contract for Special Services with Hillis Clark Martin & Peterson, P.S. (f/k/a Joyce Ziker Partners, PLLC) authorizing that the contract amount not exceed \$150,000.


PASSED this 1st day of February, 2023.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Deputy Clerk of the Council

THIRD AMENDMENT TO CONTRACT FOR SPECIAL SERVICES
(TORT LITIGATION)

The parties to this Agreement, SNOHOMISH COUNTY (the County) and HILLIS CLARK MARTIN & PETERSON, P.S. (the Consultant), for the express purposes of amending the name of the Consultant of the Second Amendment to Contract for Special Services entered into between the parties on October 13, 2021 in connection with the Robinett Brothers, LLC v. Snohomish County lawsuit and for amending Sections 2 and 3 of that contract, agree as follows:

2. **Duration of Contract.** This contract shall commence at the date of its completed execution, and shall continue, unless terminated, until the earlier of the completion of recovery of insurance contributions in this matter, or the incurrence of services in the total amount of **\$150,000.00**.

3. **Compensation.** (a) The Consultant will provide the contract services personally or will organize a team to service the County's needs. If the latter, the Consultant agrees that work will be assigned to the appropriate level of experience to produce cost efficiency. In either event, the compensation provided hereunder shall be paid to the Consultant at the rates referenced in the original Contract. The total amount billed for services may not exceed **\$150,000.00** without the County's prior approval.

(b) The County will pay for necessary and reasonable miscellaneous expenses. All expenses must be documented with appropriate receipts unless the County arranges direct payment to provider.

(c) The Consultant must submit properly executed invoices with hours expended and charges made. It is the responsibility of the Consultant to provide sufficient detail of services performed to permit verification of billings. Professional services must be billed monthly

