

CONTRACTOR: Charles H. Montange

ADDRESS: 426 NW 162nd St., Seattle, WA 98177

TELEPHONE: 206-546-1936

COUNTY DEPT.: Snohomish County Parks/Prosecuting Attorney

PROJECT: Legal Consultation Services

AMOUNT: Not to Exceed \$400,000

FUND SOURCE: 309-51094804426599

AMENDMENT NO. 5 TO AGREEMENT FOR LEGAL CONSULTATION SERVICES

THIS AMENDMENT NO. 5 TO AGREEMENT FOR LEGAL CONSULTATION SERVICES executed February 11, 2019 (“Agreement”) is made between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as “County”), with the approval of the Office of the Prosecuting Attorney, and Charles H. Montange (hereinafter referred to as “Attorney”), whose office is located in Shoreline, Washington. In consideration of the mutual promises contained herein agree as set forth below, the parties agree to amend the Agreement as follows:

1. Section III, entitled “Duration,” shall be amended to read in its entirety as follows:

This agreement shall take effect upon execution by the parties and shall expire on December 31, 2024, unless renewed by written agreement between County and Attorney or terminated as provided in this Agreement. PROVIDED HOWEVER, that any financial obligations of the County after December 31, 2023, shall be conditioned upon legislative appropriation and approval of same. The Agreement is intended to and shall be construed to ratify work by Attorney consistent with this Agreement from January 1, 2019, to the date of execution of this Agreement and execution of any amendment to the Agreement.

2. Section IV, entitled “Compensation,” shall be amended to read in its entirety as follows:

The County shall pay Attorney for the above-described services at Attorney’s standard billing rate of \$250.00 per hour plus reasonable costs and expenses. Reasonable expenses shall include copying, long distance telephone calls, organization of materials, filing costs and associated fees, and other incidental expenses at cost to the Attorney, but does not include ordinary overhead

calls, organization of materials, filing costs and associated fees, and other incidental expenses at cost to the Attorney, but does not include ordinary overhead such as office, secretary, or paralegal expenses, stationary costs, and other expenses not directly incident to a specific request for services.

Attorney will advise County of likely amounts upon request for specific tasks in advance, to the best of his ability, but shall not be bound to those likely amounts. The total fee for Attorney's services pursuant to this Agreement shall not exceed \$400,000.00 without written amendment of this Agreement containing written authorization for fee(s) over that amount.

3. All other terms and conditions of Agreement shall remain in full force and effect except as amended herein and/or as previously amended.

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

DATED this 17th day of August 2023.

COUNTY:

ATTORNEY:

Harper, Lacey Digitally signed by Harper, Lacey
Date: 2023.08.17 14:40:36 -07'00'
Date


Charles H. Montange 6 July 2023
Date

APPROVED AS TO FORM:

/s/ Sean Reay 7/6/2023

Deputy Prosecuting Attorney

COUNCIL USE ONLY
Approved <u>8/16/2023</u>
ECAF # <u>2023-0910</u>
MOT/ORD <u>Motion 23-333</u>