

CONTRACTOR	Joyce Ziker Parkinson, PLLC
ADDRESS:	1601 Fifth Avenue, Suite 2040 Seattle, WA 98101
TELEPHONE:	206 957-5960
COUNTY DEPT	Department of Public Works – Special Projects
COUNTY CONTACT	Randy Blair
TELEPHONE	425 388-6442
PROJECT	On Call Legal Services –Environmental Review
AMOUNT	Not to exceed \$25,000
DURATION	January 1, 2019 – December 31, 2019
FUND SOURCE	102-50620154101

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as COUNTY), and Joyce Ziker Parkinson, PLLC (hereinafter referred to as ATTORNEY), whose office is located in Seattle, Washington. The parties agree as follows:

I. PURPOSE OF AGREEMENT

The COUNTY hereby retains ATTORNEY to provide legal services to support Snohomish County's sale and/or redevelopment of real property. The parties understand that the property in question has been the subject of an independent clean-up program by the County with reporting to the Department of Ecology and that the County intends to submit certain information to Ecology under the Voluntary Clean-up Program. This scope of services focuses on advice and representation in connection with the potential cleanup and redevelopment of contaminated property owned by the County. Included in these services will be assisting the County in negotiations with the Department of

AGREEMENT FOR LEGAL SERVICES

Ecology. It is specifically understood by both parties that the services of ATTORNEY will be provided by William F. Joyce, except as stated in Article IV of this AGREEMENT.

II. APPOINTMENT AS SPECIAL DEPUTY

William F. Joyce must be appointed as a special deputy prosecuting attorney by the Snohomish County Prosecuting Attorney for the limited purpose of providing legal services under this AGREEMENT. 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 prosecuting attorney is necessary, William F. Joyce shall inform the Chief Civil Deputy for the Prosecuting Attorney of the need of such an appointment. The appointment shall be at the pleasure of the Prosecuting Attorney and may be revoked at any time. Except for months during which no services are provided, ATTORNEY shall provide oral reports on a monthly basis on services rendered to the County to Jason Cummings, Chief Civil Deputy, including copies of any written products generated on behalf of the COUNTY to third parties, any formal, final memorandum on remedial/due diligence options and copies of billings submitted pursuant to Paragraph VII of this AGREEMENT. The appointment of William F. Joyce as a special deputy prosecuting attorney shall authorize him to perform the services outlined in Article III of this AGREEMENT.

III. DESCRIPTION OF SERVICES

ATTORNEY shall serve as special legal counsel to COUNTY only as provided herein (see paragraph I above), and the legal services provided by ATTORNEY to COUNTY shall be limited to those services specified herein. ATTORNEY shall not serve as general legal counsel to the COUNTY or any COUNTY official.

The purpose of this AGREEMENT is to provide independent legal advice to COUNTY on an on call, as needed basis and as requested by the COUNTY. COUNTY and ATTORNEY agree that for purposes of the Rules of Professional Conduct, ATTORNEY represents the broader governmental entity of the political subdivision of Snohomish County, and not any particular agency within it.

IV. ASSOCIATE COUNSEL AND EXPERTS

1. William F. Joyce, may delegate services to associate counsel or paralegals/legal assistants employed by ATTORNEY to assist him in providing legal services under this AGREEMENT in a cost effective manner, provided that associate counsel and paralegals/legal assistants shall work at the specific direction and subject to the approval of William F. Joyce.

2. Employment of experts, investigators, or consultants by ATTORNEY shall be subject to prior written approval of the COUNTY. The amount and manner of compensation shall be set out in the request and approval documents.

V. DURATION

This AGREEMENT shall take effect January 1, 2019, and shall expire December 31, 2019, unless renewed by written agreement between COUNTY and ATTORNEY or terminated under Section X of this AGREEMENT.

VI. COMPENSATION

1. COUNTY shall pay ATTORNEY for legal services provided under this AGREEMENT at the following hourly rate for legal services actually provided: William F. Joyce, three hundred seventy five dollars (\$375.00). In the event that Mr. Joyce delegates work to an associate under Article IV of this AGREEMENT, COUNTY shall pay for their services at the following hourly rate: three hundred dollars (\$300.00). In the event that Mr. Joyce delegates work to a paralegal/legal assistant under Article IV of this AGREEMENT, COUNTY shall pay for their services at the following hourly rate: one hundred ten dollars (\$110.00).

2. COUNTY agrees to pay reasonable and necessary out-of-pocket expenses, including, copying, and other incidental expenses not typically included in the hourly rate charged by Seattle attorneys at their actual cost.

3. Total charges for services and other matters provided under this AGREEMENT during the terms of this AGREEMENT shall not exceed Twenty-Five Thousand Dollars (\$25,000) without prior written authorization of COUNTY.

VII. BILLING AND RECORD KEEPING

1. ATTORNEY shall submit billing statements to COUNTY on a monthly basis, except for those months during which no services are provided. Statements shall be addressed to:

Randy Blair
Special Projects Manager
Snohomish County Department of Public Works
3000 Rockefeller Avenue, M/S 607
Everett, Washington 98201

Jason Cummings, Chief Civil Deputy
Snohomish County Prosecuting Attorney's Office
3000 Rockefeller Avenue, M/S 504
Everett, WA 98201

2. Each billing statement shall itemize a detailed explanation of the work performed, time expended and who performed it. The fixed fee shall be billed in proportion to the work as it is performed, if applicable. Appropriate supporting documentation of expenses shall be included. COUNTY may in its discretion require additional documentation.

3. COUNTY may, at reasonable times, inspect the books and records of ATTORNEY relating to service and charges under this AGREEMENT.

VIII. RELATIONSHIP OF PARTIES

1. ATTORNEY agrees that ATTORNEY will perform services under this AGREEMENT as an independent contractor and not as an agent, employee, or servant of COUNTY. ATTORNEY is not authorized to be a speaking agent of COUNTY. ATTORNEY and its employees are not entitled to any benefits or rights enjoyed by employees of the COUNTY.

2. The parties intend this AGREEMENT to create the relationship of attorney and client. ATTORNEY shall abide by and perform his duties in accordance with the Rules of Professional Conduct of the Washington State Bar Association and with all federal, state, and local laws, regulations, and ordinances. ATTORNEY shall protect the confidentiality of all communications between ATTORNEY and COUNTY, its officers, agents or employees, except as authorized by the COUNTY.

IX. OWNERSHIP OF DOCUMENTS

All reports, plans, pleadings, opinions, analyses, data, or other documents produced in the performance of this AGREEMENT shall be the property of COUNTY. Copies of documents prepared in the connection with legal services provided under this AGREEMENT shall be provided to COUNTY upon request.

X. CHANGES

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

XI. TERMINATION

1. If ATTORNEY breaches any of his obligations under this AGREEMENT, and fails to cure the breach within five days after written demand by the COUNTY, the COUNTY may terminate this AGREEMENT, in which case the COUNTY shall pay ATTORNEY only for services accepted by COUNTY.

2. This AGREEMENT may be terminated at any time by either party upon giving the other party ten (10) calendar days notice of termination, in which case COUNTY shall pay ATTORNEY for all services provided by ATTORNEY prior to termination.

3. Termination shall not affect the rights of COUNTY under any other provision of this AGREEMENT.

XII. WARRANTY AND HOLD HARMLESS

1. ATTORNEY represents and warrants that attorney William F. Joyce providing services under this AGREEMENT is a member in good standing of Washington State Bar Association, that no disciplinary proceedings are pending against him, 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. ATTORNEY further warrants that it carries and will maintain adequate professional liability insurance for work performed under this AGREEMENT during the term of this AGREEMENT. ATTORNEY shall disclose such insurance coverage to COUNTY upon request.

2. ATTORNEY shall protect, save harmless, indemnify, and defend, at his 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, intentional, tortious or wrongful acts in the performance of this Agreement, including claims by ATTORNEY'S employees or third parties.

XIII. NON-ASSIGNMENT

ATTORNEY shall not subcontract, assign, or delegate any of his rights or duties under this AGREEMENT except as provided in this AGREEMENT.

XIV. GOVERNING LAW AND VENUE

This AGREEMENT shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this AGREEMENT must be brought in Snohomish County, Washington.

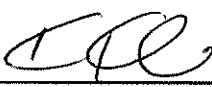
XV. NON-DISCRIMINATION

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.


SNOHOMISH COUNTY:

JOYCE ZIKER PARKINSON, PLLC



County Executive
Date: 1-3-19

jm



William F. Joyce, Member
Date: 12/10/18

KEN KLEIN
Executive Director

Approved as to form only:



Deputy Prosecuting Attorney
12/6/18