

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 \$85,000

FUND SOURCE: 309-51094905056199

AMENDMENT TO AGREEMENT FOR LEGAL CONSULTATION SERVICES

THIS AMENDMENT NO. 1 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), through 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, 2020, 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, 2019, 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 the date of 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 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 amounts. The total fee for Attorney's services pursuant to this Agreement shall not exceed \$85,000.00 without amendment of this Agreement containing written authorization for fee(s) in excess of that amount.

3. Section XI, entitled "Non-Assignment," shall be amended to read in its entirety as follows:

Attorney may, with prior approval of the County, retain services of third parties such as court reporters, inspectors/investigators, consultants, experts, title companies and similar required to complete his work, including provision of supportive testimony in administrative or judicial proceedings. ATTORNEY shall pay all third-party providers directly and will bill the COUNTY for those services as detailed disbursements included in monthly invoices. The County will not accept separate invoices from the third-party service providers.

ATTORNEY shall not otherwise subcontract, assign, or delegate any of its rights or duties under this agreement except as provided in this agreement.

4. All other terms and conditions of Agreement shall remain in full force and effect except as amended herein.

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

DATED this 8th day of May 2019.

COUNTY:



KEN KLEIN
Executive Director

5/8/19

Date

ATTORNEY:



Charles H. Montange

3 April 2019

Date

Feb 2019

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 \$10,000
FUND SOURCE: 309-51094905056199

AGREEMENT FOR LEGAL CONSULTATION SERVICES

THIS AGREEMENT is made between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as COUNTY), through 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 as follows:

I. PURPOSE OF AGREEMENT

The COUNTY is retaining ATTORNEY to advise and represent the COUNTY regarding its rights, obligations, and options in connection with a rail corridor purchased by the COUNTY from the Port of Seattle and commonly referred to as the Eastside Rail Corridor, located in Snohomish County.

II. DESCRIPTION OF SERVICES

ATTORNEY shall provide legal services to COUNTY upon request as provided in Article I, including but not limited to the following:

Based on information provided by the COUNTY (including but not necessarily limited to operating agreements and contracts relating to the right of way covered in F.D. 35830, information concerning property ownership, and rail uses and volumes), ATTORNEY will provide opinion and advice concerning rights, requirements, obligations, and options of COUNTY in connection with said right of way; ATTORNEY will represent COUNTY before administrative bodies, tribunals, boards and/or courts as necessary and as requested and authorized by COUNTY; ATTORNEY does not guarantee any particular result or outcome.

Advice and representation of the COUNTY shall include advice regarding and representation before the federal Surface Transportation Board as requested

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by the COUNTY. Advice and representation of the COUNTY may also include advice regarding and representation in state and federal courts as requested by the COUNTY.

In matters concerning performance under this agreement, ATTORNEY shall report to Deputy Prosecuting Attorney Sean Reay of the Civil Division of the Snohomish County Prosecuting Attorney's Office. ATTORNEY shall be special deputized in connection with his performance of services under this agreement.

III. DURATION

This agreement shall take effect upon execution by the parties and shall expire on December 31, 2020, 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, 2019, 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.

IV. COMPENSATION

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 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 amounts. The total fee for Attorney's services pursuant to this Agreement shall not exceed \$10,000.00 without amendment of this Agreement containing written authorization for fee(s) in excess of that amount.

V. BILLING AND RECORD KEEPING

ATTORNEY shall submit billing statements to COUNTY on a monthly (or as otherwise deemed practicable) basis, except for months during which no services are provided. Statements shall be addressed to:

Jason J. Cummings, Chief Civil Deputy
Sean D. Reay, deputy prosecuting attorney
Snohomish County Prosecuting Attorney's Office
Robert J. Drewel Building

3000 Rockefeller Ave., M/S 504
Everett, Washington 98201-4060

Each billing statement shall itemize the work performed, time expended, and who performed it (if not Charles Montange). Appropriate supporting documentation of expenses shall be included. Payment shall be due within 30 days of receipt of invoice by COUNTY. COUNTY may, at reasonable times, inspect the books and records of ATTORNEY relating to service and charges under this agreement.

VI. RELATIONSHIP OF PARTIES

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 and its employees are not entitled to any benefits or rights enjoyed by employees of the COUNTY.

The parties intend this agreement to create the relationship of attorney and client. ATTORNEY shall abide by and perform its duties in accordance with the ethical rules applicable to attorneys admitted to practice in Washington 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 expressly authorized in writing by COUNTY.

VII. 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.

VIII. TERMINATION

This agreement may be terminated at any time by either party upon giving the other party written notice of termination directed to the other party at the mailing address provided herein, in which case COUNTY shall pay ATTORNEY for all services provided by ATTORNEY prior to termination. Upon notice of termination, no further fees or expenses may be incurred. Termination shall not affect the rights of COUNTY under any other provision of this agreement.

IX. WARRANTY AND HOLD HARMLESS

ATTORNEY represents and warrants that: each attorney providing services under this contract is a member in good standing before the Washington State Bar Association; no disciplinary proceedings are pending against them; all necessary

investigations have been made to identify conflicts; and all conflicts have been disclosed and will continue to be disclosed to COUNTY.

X. CHANGES

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

XI. NON-ASSIGNMENT

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

XII. 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 laws against discrimination.

XIII. GOVERNING LAW AND VENUE

The laws of the State of Washington shall govern this agreement and the parties stipulate that any lawsuit regarding this agreement must be brought in Snohomish County, Washington.

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

DATED this 11th day of February 2019.

COUNTY:

ATTORNEY:

Adam Cornell ^{2/11/19}
Date
Prosecuting Attorney⁴

Charles H. Montange ^{4 Feb 2019}
Date