

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 23-154

APPROVING 4th 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 September 27, 2021, authorizing that the contract amount not exceed \$100,000; and

WHEREAS, the Prosecuting Attorney approved a 3rd Amendment to the initial Contract for Special Services with Hillis Clark Martin & Peterson, P.S. (f/k/a Joyce Ziker Partners, PLLC) on February 1, 2023, authorizing that the contract amount not exceed \$150,000; 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 4th Amendment to Contract for Special Services with Hillis Clark Martin & Peterson, P.S. authorizing that the contract amount not exceed \$175,000.


PASSED this 3rd day of May, 2023.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Deputy Clerk of the Council

FOURTH 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 Sections 2 and 3 of the Third Amendment to Contract for Special Services entered into between the parties on February 1, 2023 in connection with the Robinett Brothers, LLC v. Snohomish County lawsuit.

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 **\$175,000.00**.

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 **\$175,000.00** 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 based on the Consultant's hours incurred and the rates outlined above for each person, plus


related expenses. The County understands as part of the Consultant's internal review process other Consultant personnel will assist or consult with the County in performing the work and their work will be billed at the Consultant's current bill rate. Billings should be submitted to the Civil Division of the Snohomish County Prosecuting Attorney's Office. Payment of professional fees and expenses is expected within thirty days of invoice receipt by the County.

ALL OTHER TERMS AND CONDITIONS of the July 1, 2019 original Contract for Special Services entered into between the parties, shall remain in effect as written and executed.

SNOHOMISH COUNTY

CONSULTANT
HILLIS CLARK MARTIN & PETERSON, P.S.


Dave Somers Date
Snohomish County Executive



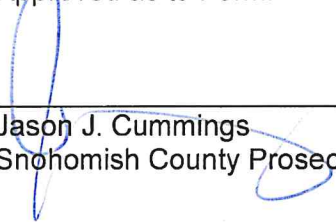
Matthew J. Stock Date
4/3/2023

Approved as to Form:

Approved as to Form:



Geoffrey A. Enns Date
Deputy Prosecuting Attorney
4/5/23



Jason J. Cummings Date
Snohomish County Prosecuting Attorney
4/6/23