

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 23-088

AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO SIGN CONTRACT AMENDMENTS WITH JOYCE ZIKER PARTNERS, PLLC TO REFLECT MERGER WITH HILLIS CLARK MARTIN & PETERSON, P.S. FOR LEGAL SERVICES FOR THE SNOHOMISH COUNTY AIRPORT

WHEREAS, long-term tenants of the Snohomish County Airport and other outside entities may have caused or contributed to hazardous waste, substances, pollutants and contaminants on Airport property in various locations; and

WHEREAS, by previous motions (20-254, 20-256, 21-193), the Snohomish County Council approved and authorized the County Executive to sign three legal professional services agreements with Joyce Ziker Partners, PLLC for consultation and specialized legal advice regarding various areas at the Snohomish County Airport; and

WHEREAS, the law firm of Joyce Ziker Partners, PLLC (JZP) joined the law firm of Hillis Clark Martin & Peterson, P.S. ("HCMP") effective January 1, 2023; and

WHEREAS, it is in the best interest of the County to continue legal representation services with the same attorneys joining the HCMP law firm and to transfer by amendment the current contracts from JZP to HCMP, which amendments also include an hourly rate adjustment and an increase in one of the contracts in an amount not to exceed an additional \$50,000;

NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the County Executive to sign Amendments to the current JZP Agreements for Legal Services to reflect the merger with Hillis Clark Martin & Peterson, P.S. in the forms attached hereto.


DATED this 8th day of March, 2023.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Deputy Clerk of the Council

CONSULTANT: Hillis Clark Martin & Peterson, P.S.
CONTACT PERSON: William Joyce, Matt Stock
ADDRESS: 999 Third Avenue, Suite 4600
Seattle, WA 98104
TELEPHONE NUMBER: (206) 623-1745
COUNTY DEPT: Snohomish County Airport
DEPT. CONTACT PERSON: Arif Ghouse
TELEPHONE/FAX NUMBER: 425-388-5100/425-388-5108
PROJECT: Legal Services
AMOUNT: Not To Exceed \$75,000
FUND SOURCE: 410-5216804101
CONTRACT DURATION: Immediately through discharge of professional services

RECITALS

SNOHOMISH COUNTY (“County”) and JOYCE ZIKER PARTNERS, PLLC (“JZP”) are currently parties to a contract for legal services for environmental issues on the Snohomish County Airport. The attorneys of JZP will be joining the law firm of Hillis Clark Martin & Peterson P.S. (“HCMP”), effective January 1, 2023.

The County, by amendment, desires to continue such legal services, without interruption and with the primary attorneys, by which JZP shall continue services as HCMP commencing January 1, 2023, and to increase the contract amount.

AMENDMENT NO. 1 AGREEMENT FOR LEGAL SERVICES

The attorneys of JOYCE ZIKER PARTNERS, PLLC will join HILLIS CLARK MARTIN & PETERSON, P.S. effective January 1, 2023. THIS AMENDMENT (the “Amendment”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and HILLIS CLARK MARTIN & PETERSON P.S. (“Attorney” and/or “Consultant”) to the Agreement for Legal Services (the “Agreement”) for environmental issues on the Snohomish County Airport (the “Matter”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Amendment to Purpose of Agreement; Scope of Services. The purpose of this Agreement is to retain the services of Attorney with regard to environmental issues on Snohomish County (the “Matter”). It is specifically understood by the parties that the services of Attorney will be provided by William Joyce, Matthew Stock and Jacob Blair at the law firm of HCMP, except as stated in Section 4 in the Contract for Legal Services. Attorney represents that they are fully qualified to perform the services to be performed under this Agreement in a competent and professional manner. This representation involves the investigation, preparation, negotiation, and litigation if needed of the Matter. Attorney is retained to furnish legal representation of the County in this matter only. In the event Mr. Joyce, Mr. Stock and/or Mr. Blair no longer practice law at the HCMP law firm,

the County may terminate this Agreement in its sole discretion subject to the notice requirements in Section 21(c).

Each of the stated Attorneys and the law firm of HCMP are specifically substituted in each of the contract provisions to include: Section 1, Scope of Services; Section 3, Compensation; Section 4, Appointments as Special Deputy; Section 5, Associate Counsel and Experts; and Section 22, Notices.

2. Amendment to Section 3.a of the Agreement. Section 3.a. of the Agreement is replaced with the following text:

Services. The County will pay Attorney for legal services provided by William Joyce, Matthew Stock and Jacob Blair under this Agreement the hourly rates stated in **Addendum B**. In the event Mr. Joyce, Mr. Stock or Mr. Blair delegate work to other attorneys with the appropriate level of experience to produce cost efficiency, the County will pay Attorney for their services at the commensurate hourly rates in **Addendum B**. The County will pay reasonable and necessary out-of-pocket expenses including copying, printing, postage, and other incidental expenses excluding computer based legal services such as Lexis and Westlaw. The County will reimburse Attorney for necessary travel and other out-of-pocket expenses specified herein. Reimbursement for lodging and meals shall not exceed the federal per diem rates established by the U.S. General Services Administration without prior approval by the County. Attorney shall utilize coach airfares and mid-size or lower vehicle rentals unless prior approval is received from the County. PROVIDED, HOWEVER, that in no event shall the total amount charged by Attorney or paid by the County for services during the initial term (excluding extensions or renewals, if any) of this Agreement exceed \$180,000. Time of Attorney spent in travel related to the provision of services under this Agreement shall not be compensated. Time may be recorded and invoiced by Attorney in fractional hours with increments of no less than fifteen (15) minutes.

3. Amendment to Section 4, Appointment as Special Deputy. William Joyce, Matthew Stock and Jacob Blair have been appointed as a special deputy prosecuting attorneys by the Snohomish County Prosecuting Attorney for the limited purpose of providing legal services with regard to environmental issues on Snohomish County Airport Property building C-1 and tangential locations. 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 deputy is necessary, attorneys Joyce, Stock and/or Blair shall inform the Chief Civil Deputy of the need for such appointment. Additional special deputy appointments shall be at the pleasure of the Prosecuting Attorney and may be revoked at any time.

4. The total charges for services and other matters provided by the Attorney under this Agreement during the term of this Agreement is increased by \$50,000 (Fifty Thousand Dollars) which shall not be exceeded without prior written authorization of the County.

5. All other terms and conditions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect.

SNOHOMISH COUNTY:

**Boungjaktha,
Neepaporn**

 Digitally signed by Boungjaktha,
Neepaporn
Date: 2023.03.09 09:50:51 -08'00'

County Executive

Dated: _____

HILLIS CLARK MARTIN &
PETERSON P.S.:



Partner PRINCIPAL

Dated: 1/20/2023

Approved as to form only:

Corsi, Michelle Digitally signed by Corsi, Michelle
Date: 2023.01.20 11:25:57 -08'00'

Deputy Prosecuting Attorney _____ Date

<p>COUNCIL USE ONLY</p> <p>Approved <u>3/8/2023</u></p> <p>ECAF # <u>2023-0149</u></p> <p>MOT/ORD <u>Motion 23-088</u></p>

ADDENDUM B – RATE SCHEDULE

2023

Partners \$455

Associates-- range between \$325 to \$385 (depending on experience)

Paralegals \$200

2024

Partners \$475

Associates -- range between \$340 to \$400

Paralegals \$210

2025

Partners \$500

Associates-- range between \$355 to \$420

Paralegals \$220

CONSULTANT: Joyce Ziker Partners, PLLC
 CONTACT PERSON: Matt Stock
 ADDRESS: 1601 Fifth Avenue, Suite 2040
 Seattle, WA 98101
 TELEPHONE/FAX NUMBER: (206) 957-5960/206-957-5961
 COUNTY DEPT: Snohomish County Airport
 DEPT. CONTACT PERSON: Arif Ghouse
 TELEPHONE/FAX NUMBER: 425-388-5100/425-388-5108
 PROJECT: Legal Services
 AMOUNT: Not To Exceed \$150,000
 FUND SOURCE: 410-5216804101
 CONTRACT DURATION: Immediately through discharge of professional services

AMENDMENT NO. 2 AGREEMENT FOR LEGAL SERVICES

THIS AMENDMENT (the "Amendment") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and JOYCE ZIKER PARTNERS, PLLC ("Attorney" and/or "Consultant") to the Agreement for Legal Services for the Snohomish County Airport at Property building C-1 and tangential locations (the "Matter"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Compensation. Section 3.a. of the Agreement is revised to add the following term:

a. The total charges for services and other matters provided by the Attorney under this Agreement during the term of this Agreement is increased by \$125,000 (One Hundred Twenty-Five Thousand Dollars) which shall not be exceeded without prior written authorization of the County.

2. All other terms and conditions of the Legal Services Agreement, not inconsistent with this Amendment, shall remain in full force and effect.

SNOHOMISH COUNTY:

JOYCE ZIKER PARTNERS, PLLC:




 County Executive

 Matthew Stock, Partner

Dated: July 29, 2020

Dated: July 10, 2020

Approved as to form only:

M. Corsi 7/10/20
 Deputy Prosecuting Attorney Date

AMENDMENT NO. 2 AGREEMENT FOR LEGAL SERVICES
 WITH JOYCE ZIKER PARTNERS, PLLC

CONSULTANT: Hillis Clark Martin & Peterson, P.S.
CONTACT PERSON: William Joyce, Matt Stock
ADDRESS: 999 Third Avenue, Suite 4600
Seattle, WA 98104
TELEPHONE NUMBER: (206) 623-1745
COUNTY DEPT: Snohomish County Airport
DEPT. CONTACT PERSON: Arif Ghouse
TELEPHONE/FAX NUMBER: 425-388-5100/425-388-5108
PROJECT: Legal Services
AMOUNT: Not To Exceed \$150,000
FUND SOURCE: 410-5216804101
CONTRACT DURATION: Immediately through discharge of professional services

RECITALS

SNOHOMISH COUNTY (“County”) and JOYCE ZIKER PARTNERS, PLLC (“JZP”) are currently parties to a contract for legal services for the Snohomish County Airport in and around Airport Property building C-1 and tangential locations. The attorneys of JZP will be joining the law firm of Hillis Clark Martin & Peterson P.S. (“HCMP”), effective January 1, 2023.

The County desires to continue such legal services, without interruption and with the primary attorneys, by which JZP shall continue services as HCMP commencing January 1, 2023.

AMENDMENT NO. 3 AGREEMENT FOR LEGAL SERVICES

The attorneys of JOYCE ZIKER PARTNERS, PLLC will join HILLIS CLARK MARTIN & PETERSON, P.S. effective January 1, 2023. THIS AMENDMENT (the “Amendment”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and HILLIS CLARK MARTIN & PETERSON P.S. (“Attorney” and/or “Consultant”) to the Agreement for Legal Services (the “Agreement”) for the Snohomish County Airport at Property building C-1 and tangential locations (the “Matter”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Amendment to Purpose of Agreement; Scope of Services. The purpose of this Agreement is to retain the services of Attorney with regard to environmental issues on Snohomish County Airport Property building C-1 and tangential locations (the “Matter”). It is specifically understood by the parties that the services of Attorney will be provided by William Joyce, Matthew Stock and Jacob Blair at the law firm of HCMP, except as stated in Section 4 in the Contract for Legal Services. Attorney represents that they are fully qualified to perform the services to be performed under this Agreement in a competent and professional manner. This representation involves the investigation, preparation, negotiation, and litigation if needed of the Matter. Attorney is retained to furnish legal representation of the County in this matter only. In the event Mr. Joyce, Mr. Stock and/or Mr. Blair no longer practice law at the HCMP law firm, the County may

terminate this Agreement in its sole discretion subject to the notice requirements in Section 21(c).

Each of the stated Attorneys and the law firm of HCMP are specifically substituted in each of the contract provisions to include: Section 1, Scope of Services; Section 3, Compensation; Section 4, Appointments as Special Deputy; Section 5, Associate Counsel and Experts; and Section 22, Notices.

2. Amendment to Section 3.a of the Agreement. Section 3.a. of the Agreement is replaced with the following text:

Services. The County will pay Attorney for legal services provided by William Joyce, Matthew Stock and Jacob Blair under this Agreement the hourly rates stated in **Addendum B**. In the event Mr. Joyce, Mr. Stock or Mr. Blair delegate work to other attorneys with the appropriate level of experience to produce cost efficiency, the County will pay Attorney for their services at the commensurate hourly rates in **Addendum B**. The County will pay reasonable and necessary out-of-pocket expenses including copying, printing, postage, and other incidental expenses excluding computer based legal services such as Lexis and Westlaw. The County will reimburse Attorney for necessary travel and other out-of-pocket expenses specified herein. Reimbursement for lodging and meals shall not exceed the federal per diem rates established by the U.S. General Services Administration without prior approval by the County. Attorney shall utilize coach airfares and mid-size or lower vehicle rentals unless prior approval is received from the County. PROVIDED, HOWEVER, that in no event shall the total amount charged by Attorney or paid by the County for services during the initial term (excluding extensions or renewals, if any) of this Agreement exceed \$180,000. Time of Attorney spent in travel related to the provision of services under this Agreement shall not be compensated. Time may be recorded and invoiced by Attorney in fractional hours with increments of no less than fifteen (15) minutes.

3. Amendment to Section 4, Appointment as Special Deputy. William Joyce, Matthew Stock and Jacob Blair have been appointed as a special deputy prosecuting attorneys by the Snohomish County Prosecuting Attorney for the limited purpose of providing legal services with regard to environmental issues on Snohomish County Airport Property building C-1 and tangential locations. 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 deputy is necessary, attorneys Joyce, Stock and/or Blair shall inform the Chief Civil Deputy of the need for such appointment. Additional special deputy appointments shall be at the pleasure of the Prosecuting Attorney and may be revoked at any time.

4. All other terms and conditions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect.

SNOHOMISH COUNTY:

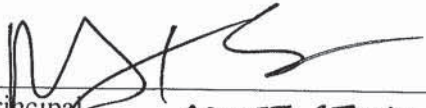
**Boungjaktha,
Neepaporn**

Digitally signed by Boungjaktha,
Neepaporn
Date: 2023.03.09 09:51:39 -08'00'

County Executive

Dated: _____

HILLIS CLARK MARTIN &
PETERSON P.S.:



, Principal **MATT STOCK**

Dated: 1/3/2023

Approved as to form only:

Corsi, Michelle

Digitally signed by Corsi, Michelle
Date: 2023.01.06 13:46:10 -08'00'

Deputy Prosecuting Attorney _____ Date

COUNCIL USE ONLY	
Approved	<u>3/8/2023</u>
ECAF #	<u>2023-0149</u>
MOT/ORD	<u>Motion 23-088</u>

ADDENDUM B – RATE SCHEDULE

2023

Partners \$455

Associates-- range between \$325 to \$385 (depending on experience)

Paralegals \$200

2024

Partners \$475

Associates -- range between \$340 to \$400

Paralegals \$210

2025

Partners \$500

Associates-- range between \$355 to \$420

Paralegals \$220

CONSULTANT: Hillis Clark Martin & Peterson, P.S.
CONTACT PERSON: William Joyce, Matt Stock
ADDRESS: 999 Third Avenue, Suite 4600
Seattle, WA 98104
TELEPHONE NUMBER: (206) 623-1745
COUNTY DEPT: Snohomish County Airport
DEPT. CONTACT PERSON: Arif Ghose
TELEPHONE/FAX NUMBER: 425-388-5100/425-388-5108
PROJECT: Legal Services
AMOUNT: Not To Exceed \$180,000
FUND SOURCE: 410-5216804101
CONTRACT DURATION: Immediately through discharge of professional services

RECITALS

SNOHOMISH COUNTY (“County”) and JOYCE ZIKER PARTNERS, PLLC (“JZP”) are currently parties to a contract for legal services for the Snohomish County Airport in and around the southeast area of the airport and tangential locations. The attorneys of JZP will be joining the law firm of Hillis Clark Martin & Peterson P.S. (“HCMP”), effective January 1, 2023.

The County desires to continue such legal services, without interruption and with the primary attorneys, by which JZP shall continue services as HCMP commencing January 1, 2023.

AMENDMENT NO. 4 AGREEMENT FOR LEGAL SERVICES

The attorneys of JOYCE ZIKER PARTNERS, PLLC will join HILLIS CLARK MARTIN & PETERSON, P.S. effective January 1, 2023. THIS AMENDMENT (the “Amendment”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and HILLIS CLARK MARTIN & PETERSON P.S. (“Attorney” and/or “Consultant”) to the Agreement for Legal Services (the “Agreement”) for the Snohomish County Airport in and around the southeast area of the airport and tangential locations (the “Matter”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Amendment to Purpose of Agreement; Scope of Services. The purpose of this Agreement is to retain the services of Attorney with regard to environmental issues on Snohomish County Airport Property in and around the southeast area of the airport and tangential locations (the “Matter”). It is specifically understood by the parties that the services of Attorney will be provided by William Joyce, Matthew Stock and Jacob Blair at the law firm of HCMP, except as stated in Section 4 in the Contract for Legal Services. Attorney represents that they are fully qualified to perform the services to be performed under this Agreement in a competent and professional manner. This representation involves the investigation, preparation, negotiation, and litigation if needed of the Matter. Attorney is retained to furnish legal representation of the County in this matter only. In the event Mr. Joyce, Mr. Stock and/or Mr. Blair no longer practice law at the

HCMP law firm, the County may terminate this Agreement in its sole discretion subject to the notice requirements in Section 21(c).

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4. All other terms and conditions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect.

SNOHOMISH COUNTY:

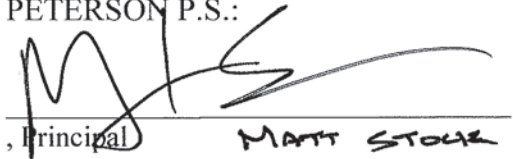
Boungjaktha,
Neepaporn

Digitally signed by Boungjaktha,
Neepaporn
Date: 2023.03.09 09:50:14 -08'00'

County Executive

Dated: _____

HILLIS CLARK MARTIN &
PETERSON P.S.:


Principal **MATT STOUCK**

Dated: 1/3/2023

Approved as to form only:

Corsi, Michelle

Digitally signed by Corsi, Michelle
Date: 2023.01.06 13:44:58 -08'00'

Deputy Prosecuting Attorney

Date

COUNCIL USE ONLY	
Approved	<u>3/8/2023</u>
ECAF #	<u>2023-0149</u>
MOT/ORD	<u>Motion 23-088</u>

ADDENDUM B – RATE SCHEDULE

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