

CONSULTANT: Dziedzic Public Affairs (DZPA)  
CONTACT PERSON: Erin Dziedzic  
ADDRESS: 1603 Columbia Street SW, Olympia, WA 98501  
TELEPHONE: 425-466-5177  
COUNTY DEPT: Snohomish County Executive Office  
DEPT. CONTACT PERSON: Lacey Harper  
TELEPHONE: 425-388-3699  
PROJECT: Behavioral Health Lobbying Services  
AMOUNT: \$72,000  
FUND SOURCE: 002.5169904101  
CONTRACT DURATION: July 1, 2024, through June 30, 2025

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
SNOHOMISH COUNTY AND DZIEDZIC PUBLIC AFFAIRS**

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Dziedzic Public Affairs (DZPA) (the “Contractor”) a sole proprietorship licensed to do business in Washington State. In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide lobbying services on issues relating to behavioral health on behalf of Snohomish County, as set forth in this Section 1 and in Schedule A (Scope of Services). Contractor shall perform the following:

*Lobbying Services:*

- Work to advance Snohomish County’s legislative priorities for the 2025 legislative session that are related to behavioral health, as directed by the County.
- Advance the behavioral health issue areas for the 2025 session, which include:
  - Expanding access to behavioral health care including substance use disorder (SUD) treatment, as directed by the County.
  - Strengthening existing behavioral health laws, as directed by the County.
  - Supporting policies that strengthen the behavioral health and crisis response systems, as directed by the County.
  - Increasing funding for behavioral health including community behavioral health, crisis response, and SUD treatment, as directed by the County.
  - Supporting behavioral health prevention efforts including in schools, as directed by the County.

- Develop strategies to advance and lobby in support of the identified legislative priorities, as directed by the County.
- Increase Snohomish County's engagement with legislators, the Governor's office, and key state agencies on issues related to behavioral health, as directed by the County.
- Identify and engage with behavioral health stakeholders, as directed by the County.
- Serve as day-to-day contact for legislators and other lobbyists on behalf of Snohomish County for issues relating to behavioral health, as directed by the County.
- Identify, track, and report on state legislation and legislative proposals that may have an impact on Snohomish County's behavioral health priorities, including but not limited to reviewing bills that are introduced every day, flagging ones that are of potential interest for Snohomish County, and keeping the County informed of operating budget process (key dates, revenue forecasts, special sessions).
- Alert Snohomish County staff when key hearings are scheduled and coordinate testimony in committees as needed related to priority behavioral health issues.
- Monitor budget proposals throughout session and identify budget items that could impact (positively or negatively) Snohomish County's legislative priorities related to behavioral health.
- Keep Snohomish County staff informed of potential changes to legislative and executive branch (resignations, elections, committee structure, etc.).
- Work with Snohomish County to develop messaging around priority legislative issues related to behavioral health including talking points, one-pagers, and other identified communications needs, as directed by the County.

*Communication:*

- Talk weekly (or more frequently as needed) with Snohomish County staff during legislative session about legislative priorities and strategy.
- Provide updates to the Snohomish County Executive and the Snohomish County Council, as requested by the County.
- Assist with development of advocacy materials for use in session (one pagers, etc.).
- Provide DZPA weekly session reports that provide updates on activities of the legislature and key issues. Provide a final report at the end of session with outcomes on priority issues.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon execution (the "Effective Date") and shall terminate on June 30, 2025, provided however, that the County's obligation after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. Notwithstanding the Effective Date, this Agreement shall govern services from July 1, 2024.

3. Compensation.

a. Services. The County will pay the Contractor on a monthly flat fee for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor's compensation for services does not include travel and no other claims for reimbursement will be allowed under this Agreement except as set forth in Schedule B.

c. Invoices. The Contractor shall submit properly executed invoices, no more frequently than monthly. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of its receipt.

d. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$72,000 for the term of this Agreement.

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

Notwithstanding the foregoing, Contractor shall perform the services on behalf of the Snohomish County Council, and nothing in this agreement shall be construed to limit the ability of the Contractor to consult with County legal counsel, or create work product at the request of legal counsel, within the scope of attorney-client and work product privileges

5. Ownership. All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this Agreement shall be "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and shall become the property of the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

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

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Lacey Harper  
Title: Executive Director  
Department: Executive's Office  
Telephone: 425-388-3699  
Email: [lacey.harper@snoco.org](mailto:lacey.harper@snoco.org)

8. County Review and Approval. The Contractor shall check and certify all work for errors and omissions. Upon submittal of any work performed under the scope of services, the County may, following review by the County, accept such work or reject it, or request such modification or additions as it deems appropriate. In the event the County identifies Contractor errors or omissions, the Contractor shall make all necessary corrections without additional compensation. Payment for such work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct its work when so directed by the County, the County may withhold from any payment otherwise due an amount that the County in good faith believes is equal to the cost to the County of correcting, re-procuring or remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of audit examinations, excerpts, or transcripts. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification. Consultant shall defend, indemnify, and hold the County harmless from and against all claims, demands, losses, damages or costs, caused by or resulting from:

- 1) the sole negligence or willful misconduct of Contractor, its officers, employees, agents or subconsultants;
- 2) the concurrent negligence of Contractor, its officers, employees, agents or subconsultants but only to the extent of the negligence of Consultant, its officers, employees, agents or subconsultants;
- 3) the negligent performance or non-performance of the contract by the Contractor; or
- 4) the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the County and its officials, agents or employees.

12. General Liability Insurance. Contractor will be solely and entirely responsible for his or her acts and for the acts of Contractor's agents, employees, servants, and subcontractors during the performance of this Agreement. It is expressly agreed and understood that the Contractor assumes no liability to Contractor for any personal injury damage to property or loss in connection with the Contractor's performance (including the performance of any subcontractors or agent acting on Contractor's behalf) under this Agreement.

13. Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor 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 Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

14. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. Failure of the Contractor to identify current or former County employees interested through the Contractor in this Agreement may result in the County's termination of this Agreement.

15. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.



16. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds the Contractor's work hereunder.

17. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

18. Non-Waiver of Breach; Termination.

a. Either party may terminate this Agreement, in whole or in part, for its convenience at any time, by giving the other party thirty (30) days' written notice.

b. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

c. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

d. The County may terminate this Agreement upon thirty (30) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

e. Termination shall not affect the rights of the County under any other section or paragraph herein. The County does not, by exercising its rights under this Section, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

19. Notices. All notices and other communications shall be in writing and shall be sufficiently given and shall be deemed given on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:      Snohomish County Executive  
                                 Attention: Executive Director Lacey Harper  
                                 3000 Rockefeller Avenue M/S 407  
                                 Everett, Washington 98201

If to the Contractor: Erin Dziedzic  
1603 Columbia Street SW  
Olympia, WA 98501

The County or the Contractor may, by notice to the other given hereunder, designate any furtheror different addresses to which subsequent notices or other communications shall be sent.

20. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release any client information gained by reason of performance under this Agreement to any party. The Contractor may use such information solely for the purposes necessary to meet the requirements under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

21. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copythe information so identified by the Contractor and the County determines that release of the information is required by the Act, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release therequested information on the date specified.

22. Governing Law: Venue. This Agreement shall be governed by the laws of the State of Washington. Any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

23. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement. the text shall prevail.


24. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

25. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

26. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

27. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

\_\_\_\_\_  
County Executive Director      Date

 6-27-24  
\_\_\_\_\_  
Contractor      Date

Approved to insurance and  
Indemnification provisions:

Approved as to form only:

\_\_\_\_\_  
Risk Management      Date

Wendling, Rebecca  
Digitally signed by Wendling, Rebecca  
Date: 2024.06.26 10:53:59 -0700  
\_\_\_\_\_  
Deputy Prosecuting      Date  
Attorney



Schedule A  
**SCOPE OF SERVICES**

The Contractor will provide professional lobbying and services related Snohomish County's 2025 behavioral health legislative priorities, such as advocacy, monitoring, and reporting during the term of this Agreement. The Contractor shall increase the County's visibility and shall strengthen relationships with the County's state legislative delegation with regard to the County's 2025 behavioral health legislative priorities, both during and outside the 2025 legislative session.

Consultant shall provide the County with the following government relations services:

- a) Lobby for State legislation that supports the County's behavioral health legislative priorities. Services shall include monitoring, advisement, and reporting regarding Legislators' and stakeholders' planning prior to the start of the legislative session.
- b) Provide the County with periodic legislative reports during the legislative session, including hearing schedules and a summary of bills important to the County's 2025 behavioral health legislative priorities. Identify legislation that would impact the County's 2025 behavioral health legislative priorities and other impacts to the County with regard to behavioral health.
- c) Lobby for and against State legislative issues impacting the County's behavioral health interests and priorities.
- d) Work with stakeholder groups in expressing support or opposition for legislative proposals regarding behavioral health.
- e) Provide other government relations support to Snohomish County as mutually agreed upon by Contractor and Snohomish County that relates to behavioral health issues.

**Schedule B  
Compensation**

Flat Fee: \$6,000.00 per month.

Not to Exceed amount: July 1, 2024, through June 30, 2025, not to exceed: \$72,000.00.

Travel among King, Pierce, Snohomish, and Thurston counties will be covered by Dziedzic. Other travel outside that area and other expenses, if requested by the County, (mileage, meals, conference fees, etc.) will be paid by the County according to Snohomish County travel expense reimbursement policies.