

CONTRACTOR: HENDRICKS BENNETT, PLLC
CONTACT PERSON: Joe Bennett
ADDRESS: 402 Fifth Ave. S.
Edmonds, WA. 98020

TELEPHONE: (425) 775-2751

AGENCY: Public Works
Snohomish County

PROJECT: Legal Services - Condemnations

**CONTRACT FOR LEGAL SERVICES
CONTRACT NO. CC01-23**

Snohomish County, (hereinafter referred to as COUNTY), and Hendricks-Bennett, a law partnership, (hereinafter referred to as ATTORNEY) in consideration of the mutual promises contained herein agree as follows:

I. DUTY OF THE ATTORNEY

ATTORNEY shall act as attorney for and represent the COUNTY in various condemnation matters as expressly assigned by the Snohomish County Department of Public Works. ATTORNEY is retained hereby to furnish legal representation of the COUNTY in the above matters only.

The Snohomish County Prosecuting Attorney has appointed each of the following as special deputy prosecuting attorneys for the limited purpose of providing services on behalf of ATTORNEY under this agreement: (1) Joseph P. Bennett; (2) Matthew R. Hendricks; and (3) Allen J. Hendricks. Appointment as a special deputy shall be at the pleasure of the Prosecuting Attorney and may be revoked at any time.

In matters concerning performance under this contract, ATTORNEY shall report to the Engineering Services Director with copies to the Chief Civil Deputy of the Snohomish County Prosecuting Attorney or to such other person as the County may designate. ATTORNEY shall have no settlement authority except as specifically granted by the COUNTY.

II. FEES AND EXPENSES

The COUNTY shall pay ATTORNEY for services provided under this contract at the rate of \$320.00 per hour for attorney services and at the rate of \$120.00 per hour for paralegal services provided under this contract, plus reasonable expenses. The term "reasonable expenses" shall include photocopy expense, mileage and long distance phone charges, but does not include ordinary overhead such as office, secretary, or stationery costs, or any other expense over Twenty Five Dollars that is not previously authorized by the COUNTY. Employment of experts, investigators, or consultants by ATTORNEY shall be subject to prior written approval of the

Prosecuting Attorney or his/her designee. The amount and manner of compensation shall be set out in the request and approval documents.

Total charges for services and other matters provided under this agreement shall not exceed \$350,000 (Three hundred fifty thousand dollars) without prior written authorization of COUNTY.

III. **RECORDS**

Existing records pertaining specifically to the above matters will be transferred to the custody of ATTORNEY for use in carrying out ATTORNEY'S responsibilities under this contract and for safekeeping. ATTORNEY waives any claim to an attorney's or other lien on such records. To the extent consistent with the Rules of Professional Conduct and other laws, ATTORNEY will make records relating to this matter available to the COUNTY for its use in connection with other cases and will transfer all pertinent records to the COUNTY upon termination of this contract. All preliminary or final memoranda, reports, papers, data, documents, computer programs, or other information prepared in the performance of this contract shall become the property of the COUNTY, and may be used by the COUNTY without restriction to the extent consistent with the Rules of Professional Conduct and other laws.

The COUNTY may, at reasonable times before or after termination of this contract, inspect the records and files of Attorney relating to performance of this contract.

IV. **PAYMENT**

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

Jason.cummings@snoco.org; and
PWInvoices@snoco.org

2. Each billing statement shall contain a detailed explanation of the work performed and who performed it, costs advanced, and shall identify the case or matter to which the charges relate. 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.

V. DURATION OF CONTRACT

This contract shall commence January 1, 2023, and shall continue, unless terminated, until the earlier of December 31, 2025 or until ATTORNEY has fully discharged his professional responsibilities to the COUNTY, PROVIDED HOWEVER, that the County's obligations after December 31, 2023 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

VII. TERMINATION

Either party may terminate this contract upon two weeks' written notice to the other party, except that ATTORNEY must give at least six weeks' notice of intent to terminate prior to any discovery cut-off date, any dispositive motion hearing date, or trial date. The COUNTY may terminate this contract without advance notice if ATTORNEY violates any provision of this contract or Rule of Professional Conduct or other law, or is subject to discipline under the Rules for Lawyer Discipline, or if ATTORNEY'S appointment as a special deputy prosecuting attorney is withdrawn or terminated. In case of termination, the County shall pay the terminated Attorney for all services provided in accordance with this contract through the date of termination. Upon notice of termination, no further fees or expenses may be incurred except to the extent necessary to safeguard the interest of the COUNTY or clients as authorized by the Prosecuting Attorney or his designee.

VIII. WARRANTY

1. ATTORNEY represents and warrants that the attorneys appointed by the Prosecuting Attorney are members in good standing of the Washington State Bar Association, that no disciplinary proceedings are pending against them, 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.

2. ATTORNEY shall protect, save harmless, indemnify, and defend, at their 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 in the performance of this agreement, including claims by ATTORNEY'S employees or third parties.

IX. INSURANCE

Prior to undertaking any work under this AGREEMENT and at no expense to the County, ATTORNEY shall continuously maintain a policy or policies of insurance as listed below.

1. Professional Liability/Errors and Omissions Insurance with a minimum limit of coverage at \$1,000,000 per occurrence.

X. **ADDITIONAL INSURANCE POLICY CONDITIONS**

1. The policy shall have a retroactive date prior to or coincident with the date of this AGREEMENT, and the policy shall state the retroactive date. ATTORNEY shall maintain coverage for the duration of this AGREEMENT and for a minimum of three years following termination of this AGREEMENT. ATTORNEY shall annually provide the COUNTY, if requested, with proof of renewal or replacement coverage for the required term of coverage.
2. The COUNTY maintains the right to receive a certified copy of all insurance policies;
3. All deductibles or self-insured retentions shall be the responsibility of ATTORNEY. Deductibles or self-insured retentions in excess of \$50,000 must be disclosed and are subject to approval by the County's Risk Manager.

XI. **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.

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

SNOHOMISH COUNTY

HENDRICKS BENNETT, PLLC

County Executive

Date

JOSEPH P. BENNETT, for Date
HENDRICKS-BENNETT, PLLC

Approval as to Form:



Jason Cummings
Chief Civil Deputy

n/25/22