

CONSULTANT: Peter Condyles  
CONTACT PERSON: Peter Condyles  
ADDRESS: 1818 6<sup>th</sup> ST  
Marysville, WA 98270  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 537-39-7699  
TELEPHONE/FAX NUMBER: 425-501-6578  
COUNTY DEPT: Charter Review Commission (CRC)  
DEPT. CONTACT PERSON: Brett Gailey, CRC Chair  
TELEPHONE/FAX NUMBER: 425-244-3443  
PROJECT: Commission Coordinator  
AMOUNT: Not to exceed \$70,000  
FUND SOURCE: Charter Review Commission  
002.5169904111  
CONTRACT DURATION: Upon Execution through December 31, 2026

### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (the "Agreement") is made by and between Snohomish County, a political subdivision of the State of Washington, on behalf of the Snohomish County Charter Review Commission (the "County" or "Commission") and Peter Condyles, an individual (the "Contractor"). 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 the Commission with policy analysis, clerk and assistant support and related services for the 2026 Charter Review. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the Commission may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon mutual execution (the "Effective Date") and shall terminate on December 31, 2026, unless terminated as provided for herein.

3. Compensation.

- A. The Commission shall pay the Contractor for services as outlined in Schedule B.
  - 1. The Commission shall pay the Contractor for services in an amount not to exceed \$70,000.
  - 2. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.
- B. Invoices: The Contractor shall submit properly executed monthly invoices indicating services provided and charges made, if needed, supported by statements in such detail as may be requested by the Commission.
- C. The Contractor shall refund to the Commission any amounts billed under this Agreement for which payment has been made that are determined by the County to be ineligible for payment because of an audit or other review.
- D. Total charges on this project shall not exceed the sum of \$70,000.
- E. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpayables@snoco.org](mailto:SnocoEpayables@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

G. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes X  No

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 Charter Review Commission shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

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 city, 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.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

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: Brett Gailey  
Title: Charter Review Commission Chair  
Department: Charter Review Commission  
Telephone: (425) 244-3443  
Email: Brett.Gailey@snoco.org

8. Commission Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the Commission that said work is complete. The Commission shall promptly review and inspect the work to determine whether the work is acceptable. If the Commission determines the work conforms to the requirements of this Agreement, the Commission shall notify the Contractor that the Commission accepts the work. If the Commission determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the Commission shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the Commission. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the Commission. The Contractor shall be responsible for the accuracy of work even after the Commission accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the Commission, the Commission may withhold from any payment otherwise due to the Contractor an amount that the Commission in good faith believes is equal to the cost the Commission would incur in correcting the errors, in re-procuring the work from an alternate source, and in 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 Commission. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

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 making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. 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.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims", for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. County 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 the substantive requirements of Chapter 2.460 SCC, which are 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 to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or 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.

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

14. 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, if any, that wholly or partially funds the Contractor's work hereunder.

15. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

16. Suspension of Work. The Commission may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the Commission to resume the work or a notice from the Commission of breach or termination under Section 17 of this Agreement.

17. Non-Waiver of Breach; Termination.

A. The failure of the Commission 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.

B. 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 Commission, the Commission may terminate this Agreement, in which case the Commission shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the Commission in accordance with Sections 3.

C. The Commission 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.



to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, 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 the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

21. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

22. 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.

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

24. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

25. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

26. 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.

27. 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.

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

29. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

“County” or “Commission”  
SNOHOMISH COUNTY:

Teigen, Thomas

Digitally signed by Teigen,  
Thomas  
Date: 2026.02.17 15:14:48 -08'00'

County Executive Director Date

Approved as to insurance  
and indemnification provisions:

Risk Management Date

“CONTRACTOR”:

 2/17/26

Peter Condyles Date

Approved as to form only:

Marsh,  
George

Digitally signed by Marsh,  
George  
Date: 2026.02.06 14:01:33  
-08'00'

Deputy Prosecuting Attorney Date

## Schedule A Scope of Services

The Contractor shall provide administrative, logistical, and communications support to the 2026 Snohomish County Charter Review Commission. This role is central to organizing and documenting Commission meetings, facilitating public engagement, ensuring transparency, and maintaining timely coordination with County staff, legal counsel, and Commissioners.

### **Key Responsibilities**

- Meeting Coordination
  - In coordination with the Chair, schedule and publish bi-weekly meeting agendas, ensuring compliance with legal noticing requirements, state and local laws.
  - Reserve meeting rooms, manage Zoom/Teams links, and ensure AV/recording readiness.
  - Prepare and distribute materials (agendas, minutes, draft proposals, etc.).
  - Record and maintain official action-only minutes and summaries of all Commission meetings and public hearings.
  - Track attendance and maintain quorum documentation.
- Proposal Management
  - Log and organize submitted proposals and public suggestions.
  - Assist in maintaining proposal status (Pending → Under Consideration → Final List).
  - Prepare briefing packets and calendars for deliberations.
- Public Engagement & Communication
  - Manage the Commission's public-facing webpage (updates, notices, draft proposals).
  - Serve as point of contact for the public and county staff; coordinate receipt and distribution of written comments.
  - Publicize hearing schedules and proposal summaries across available County channels.
  - Ensure OPMA and public records compliance for communications and meeting documentation. Responds to requests for public disclosure pursuant to County code and State law.
  - Administrative Support
- Conduct policy research and briefing
  - Assist in onboarding new Commissioners and distributing procedural documents.
  - Maintain an internal tracking system for deadlines, deliverables, and milestones.
  - Support documentation for County Council submission and voter pamphlet filings.
- Liaison Functions
  - Coordinate with the County Elections Office and the County Executive's Office as needed.
  - Support communications with the Commission's legal counsel and ensure access to working documents.

Schedule B  
Compensation

For the period of February through July, the Contractor shall be paid a monthly flat fee of \$5,000. February's compensation shall be pro-rated to the date of execution.

For the period of August through December 31, 2026, the Contractor shall be paid an hourly rate of \$40.00.