

September 6, 2023

via email to Heidi.Beazizo@co.snohomish.wa.us

Mr. Jared Mead
Chair, Snohomish County Council
c/o Heidi Beazizo, Chief of Staff
3000 Rockefeller Avenue
Everett, Washington 98201

Re: Consent to Concurrent Representation

Dear Mr. Mead:

We are writing to seek the consent of Snohomish County, Washington (the “County”) to the conflict of interest posed by our representation of the Sno-Isle Intercounty Rural Library District, which does business as Sno-Isle Libraries (the “Library District”), as its counsel and bond counsel in connection with the issuance of Library District general obligation bonds and the sale of those bonds to the County pursuant to the “Community Investment Program” managed by the County Treasurer (the “Financing”).

As you know, Hillis Clark Martin & Peterson P.S. (“HCMP” or “this firm”) has a contract to serve as bond counsel to the County for specific County bond transactions, as requested by the County, none of which are currently ongoing. In addition, HCMP lawyers are also currently serving as outside counsel to the County in connection with certain ongoing environmental matters. However, we are not serving as the County’s counsel or bond counsel in connection with the Financing; we understand that the County will be represented, as necessary, by deputy prosecuting attorneys from the Snohomish County Prosecuting Attorney’s Office. The Library District will be HCMP’s only client in connection with the Financing. As a result, we will owe a duty to advance only the Library District’s interests in connection with the Financing, and we will not be charged with looking out for the interests of the County.

From the perspective of this firm, we believe that we can serve as the Library District’s counsel and bond counsel in connection with the Financing if both the Library District and the County anticipate that we will not be gaining any information or be placing our firm in a situation that would prevent us from representing any of them in the future in connection with other transactions. We believe this to be the case because there is and will be no connection between the Financing transaction and the other work we do for the County. Our work as the Library District’s counsel and bond counsel in connection with the Financing will not be adversely affected or materially limited by our work as the County’s counsel in those other matters, or *vice versa*. Any confidential information we may learn related to the Library District

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in connection with the Financing would have no relevance to the County in connection with those other matters, and any confidential information we learn related to the County would have no relevance to our work for the Library District. Nevertheless, the County should also be aware that, if a dispute should ever arise between the Library District and the County in connection with the Financing, we may be prevented from assisting either party in resolving that dispute and the parties would in that case be required to obtain other counsel to assist them in connection with any such dispute.

If this arrangement meets with the County's approval, please indicate that consent and agreement by having an authorized representative of the County sign at the end of this letter where indicated and returning a signed copy to us at your earliest convenience.

Please call me if you have any questions. Thank you very much for your consideration.

Sincerely,

HILLIS CLARK MARTIN & PETERSON P.S.

By 

Daniel S. Gottlieb

SNOHOMISH COUNTY, WASHINGTON hereby consents and agrees to the foregoing.

By _____
Name:
Title: