

CONTRACT LAW FIRM: Pacifica Law Group, LLP
CONTACT PERSON: Zak Tomlinson
ADDRESS: 1191 2nd Ave., Suite 2000
Seattle, WA 98101
TELEPHONE NUMBER: (206) 245-1745

COUNTY DEPT.: Conservation and Natural
Resources
DEPT. CONTACT PERSON: Rachel Dotson, PLA, Park
Planning Supervisor
TELEPHONE: (425)388-6610

PROJECT: Snohomish County Food &
Farming Center

AMOUNT: \$67,380.00
FUND SOURCE: 309-51094621226599 (REET 2)
309-51094621246599 (Grants)
309-51094621256599 (Other)

CONTRACT DURATION: Effective Date through 2 years
from execution, unless extended
or renewed pursuant to Section
2 hereof

CONTRACT FOR LEGAL SERVICES
AGREEMENT CC03-20

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") is made between Snohomish County, a political subdivision of the State of Washington, ("COUNTY") and Pacifica Law Group, LLP, a Washington limited liability partnership (hereinafter referred to as "ATTORNEY"), whose office is located in Seattle, Washington. The parties agree as follows:

I. PURPOSE OF AGREEMENT

COUNTY hereby retains ATTORNEY to provide legal advice and representation to COUNTY on specific progressive design build contracting issues related to the COUNTY's Snohomish County Food & Farming Center Project (the "Project"). This Agreement is the product of County RFP-23-001TB Legal Services, Snohomish County Food and Farming Center. For purposes of this contract and RPC 1.13(h) the County shall be considered the client. ATTORNEY may receive direction from: the Director of the Department of Conservation and Natural Resources, the Prosecuting Attorney, or their designees. It is specifically understood by both parties that the services of ATTORNEY will be provided by Pacifica Law Group, LLP, except as stated in Article V of this Agreement.

II. APPOINTMENT BY THE SNOHOMISH COUNTY PROSECUTING ATTORNEY

1. Zak Tomlinson must be appointed as a special deputy prosecuting attorney by the Snohomish County Prosecuting Attorney for the limited purpose of providing services on behalf of COUNTY under this Agreement. 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 prosecuting attorney is necessary, Zak Tomlinson shall inform the Chief Civil Deputy for the Prosecuting Attorney of the need of such an appointment. The appointment shall be at the pleasure of the Prosecuting Attorney and may be revoked at any time. Except for months during which no services are provided, ATTORNEY shall provide oral reports on a monthly basis on services rendered to the County to the Chief Civil Deputy, including copies of any written products generated on behalf of the COUNTY and copies of billings submitted pursuant to Article VIII of this Agreement.

2. The appointment of Zak Tomlinson as special deputy prosecuting attorney shall authorize him to perform the services outlined in Article III of this Agreement.

III. DESCRIPTION OF SERVICES

ATTORNEY shall provide legal services to COUNTY as provided in Exhibit A attached hereto and incorporated by this reference.

IV. CLIENT IS SNOHOMISH COUNTY

COUNTY and ATTORNEY agree that for purposes of RPC 1.7(c), ATTORNEY represents the broader governmental entity of the political subdivision of Snohomish County, and not any particular agency within it.

V. OTHER LEGAL PERSONNEL AND EXPERTS

1. Zak Tomlinson may delegate services to other counsel in the firm or staff employed by ATTORNEY to assist in providing legal services under this Agreement in a cost effective manner, provided that other counsel and staff shall work at the specific direction and subject to the approval of the COUNTY.

2. Employment of experts, investigators, or consultants by ATTORNEY shall be subject to prior written approval of the Prosecuting Attorney or his/her designee and the COUNTY. The amount and manner of compensation shall be set out in the request and approval documents.

VI. DURATION

This Agreement shall be effective upon execution (the "Effective Date") and shall terminate two (2) years after the execution date, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Contractor, or terminated under Article XI of this Agreement.

VII. COMPENSATION

1. COUNTY shall pay ATTORNEY for legal services provided under this agreement at the following hourly rate for legal services actually provided: K. Rodenburg, one hundred fifty-five (\$155); Zak Tomlinson, four hundred fifty-five dollars (\$455) for services provided after the effective date of this Agreement. In the event that Zak Tomlinson delegates work to an associate or legal assistant under Article V of this Agreement, COUNTY shall pay for their services at a rate that is ten percent (10%) less than the standard billing rate for clients, but in no event more than \$325 per hour for the associate and \$100 per hour for the legal assistant. In the event that Zak Tomlinson delegates work to another partner or shareholder under Article V of this Agreement, COUNTY shall pay for their services at the applicable 2023 billing rate of such other partner or shareholder for public sector clients and ATTORNEY agrees to regularly inform the COUNTY'S representative of current public sector client rates for assigned attorneys under this Agreement. ATTORNEY shall be entitled to adjust the rates provided in this Agreement on an annual basis (as of January 1 of each year), at the then-current standard billing rates for public sector clients.

2. COUNTY agrees to pay reasonable and necessary out-of-pocket expenses, including filing fees, witness fees, travel expenses, copying, long distance telephone calls, preparation of transcripts, expenses of depositions, and other incidental expenses not typically included in the hourly rate charged by Seattle attorneys at their actual cost. Automobile travel expenses shall be limited to mileage at an IRS approved rate.

3. Compensation of experts, investigators, or consultants shall be provided as specifically approved under Article V of this Agreement.

4. Total charges for services and other matters provided under this Agreement shall not exceed **\$67,380.00** without prior written authorization of COUNTY.

VIII. BILLING AND RECORD KEEPING

1. ATTORNEY shall submit one (1) billing statement to COUNTY on a monthly basis, except for those months during which no services are provided. Statements shall be addressed to:

Carol Peterson, Fiscal Resource Analyst

Snohomish County Conservation & Natural Resources, Parks
& Recreation
6705 Puget Park Drive, M/S 303
Snohomish, Washington 98296
Carol.Peterson@snoco.org

Rachel Dotson, PLA, Park Planning Supervisor
Snohomish County Conservation & Natural Resources, Parks
& Recreation
6705 Puget Park Drive, M/S 303
Snohomish, Washington 98296
Rachel.Dotson@snoco.org

2. Each billing statement shall contain a detailed explanation of the work performed, time expended, and who performed it, and shall identify the case or matter to which the charges relate. Appropriate supporting documentation of expenses shall be included. 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.

IX. RELATIONSHIP OF PARTIES

1. ATTORNEY agrees that ATTORNEY will perform services under this Agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. ATTORNEY and its employees are not entitled to any benefits or rights enjoyed by employees of the COUNTY.

2. The parties intend this Agreement to create the relationship of attorney and client. ATTORNEY shall abide by and perform its duties in accordance with the Rules of Professional Conduct of the Washington State Bar Association and with all federal, state, and local laws, regulations, and ordinances. ATTORNEY shall protect the confidentiality of all communications between ATTORNEY and COUNTY, its officers, agents, or employees, except as authorized by COUNTY.

X. OWNERSHIP OF DOCUMENTS

All reports, plans, pleadings, opinions, analyses, data, or other documents produced in the performance of this Agreement shall be the property of COUNTY. Copies of documents prepared in the connection with legal services provided under this Agreement shall be provided to COUNTY upon request.

XI. TERMINATION

1. If ATTORNEY breaches any of its obligations under this Agreement, and fails to cure the breach within five (5) days after written demand by the COUNTY, the COUNTY may terminate this agreement, in which case the COUNTY shall pay ATTORNEY only for services accepted by COUNTY.

2. This Agreement may be terminated at any time by either party upon giving the other party thirty (30) calendar days' written notice of termination, in which case COUNTY shall pay ATTORNEY for all services provided by ATTORNEY prior to termination.

3. Termination shall not affect the rights of COUNTY under any other provision of this Agreement.

XII. WARRANTY

ATTORNEY represents and warrants that each attorney providing services under this contract is a member 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. ATTORNEY further warrants that it carries and will maintain adequate professional liability insurance for work performed under this agreement during the term of this agreement. ATTORNEY shall disclose such insurance coverage to COUNTY upon request.

XIII. HOLD HARMLESS

1. ATTORNEY shall protect, save harmless, indemnify, and defend, at its own expense, Snohomish County from any loss or claim for damages of any nature whatsoever arising out of but only to the extent of ATTORNEY'S negligence, intentional, tortious, or wrongful acts in the performance of this Agreement, including claims by ATTORNEY'S employees or third parties. This provision shall not include claims or judgments for professional negligence, which are addressed in Article XIII, Paragraph 2 below. If COUNTY tenders defense of such claim(s), and ATTORNEY accepts tender of defense, ATTORNEY shall have the right of its choice of counsel in fulfilling the obligations set forth in this paragraph. With the COUNTY's consent, which shall not be unreasonably withheld, ATTORNEY may settle any claim(s) arising under this Article XIII, Paragraph 1. ATTORNEY's aggregate liability under this provision shall be limited to the extent of the commercial general liability policy limits required by this Agreement.

2. ATTORNEY shall protect, save harmless, and indemnify, at its own expense, Snohomish County, its elected and appointed officials, officers, employees, and from any loss or claim for damages of any nature whatsoever arising out of but only to the extent of ATTORNEY's professional negligence, which shall include any act covered by professional liability insurance maintained continuously by ATTORNEY for the duration of this Agreement, as specified in Section XIV below. Claims based on legal malpractice will only be reimbursed after being reduced to judgment or settlement, but ATTORNEY

agrees that reimbursement shall include any judgment or settlement amount and all costs incurred by the COUNTY in litigating the action. ATTORNEY shall have the right of its choice of counsel in fulfilling the obligations set forth in this paragraph. With the County's consent, which shall not be unreasonably withheld, ATTORNEY may settle any claim(s) arising under this Article XIII, Paragraph 2. In order to avoid any professional liability insurance coverage issues which this indemnity might otherwise create, it is agreed that no portion of this indemnity shall be deemed to broaden or expand the ATTORNEY's liability for professional negligence beyond that provided by applicable law, or deprive the firm of any protection provided by the applicable law or to impose liability on the ATTORNEY where no negligence or malpractice is proven. ATTORNEY's aggregate liability for professional negligence under this provision shall be limited to the extent of the professional liability insurance policy limits required by this Agreement.

XIV. INSURANCE REQUIREMENTS

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

- a. Commercial general liability insurance with minimum limits of liability of Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage on which COUNTY is named as additional insured with an additional insured endorsement;
- b. Automobile liability insurance for owned, non-owned, leased or hired vehicles with minimum liability of One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage on which COUNTY is named as an additional insured with an additional insured endorsement;
- c. Professional Liability/Errors and Omissions Insurance with a minimum limit of coverage of Ten Million Dollars (\$10,000,000) per occurrence or claims made and reported, if applicable.

2. Should the ATTORNEY's professional liability policy or policies be a claims made and reported policy or policies, they shall have a retroactive date prior to or coincident with the date of this Agreement, and the policy or policies shall state the retroactive date. ATTORNEY shall maintain coverage for the duration of this agreement and for a minimum of three (3) years following termination of this Agreement. ATTORNEY shall annually provide the COUNTY with proof of renewal for the required term of coverage. If renewal of the coverage becomes unavailable, or economically unavailable (i.e., premiums quoted exceed ten percent (10%) of the limits of liability), ATTORNEY shall notify the COUNTY in writing of such unavailability and shall secure comparable coverage from another carrier acceptable to the COUNTY prior to expiration of the existing policy.

3. The COUNTY maintains the right to receive a certified copy of all insurance policies.

4. ATTORNEY and the COUNTY agree that ATTORNEY'S insurance coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice has been given to the COUNTY. ATTORNEY shall give the County thirty (30) days' written prior notice of a reduction to or cancellation of coverage, and ten (10) days' notice of cancellation due to non-payment of premium, which the ATTORNEY shall fax to Snohomish County Risk Management at (425) 388-3499.

5. Prior to execution of this Agreement, ATTORNEY shall provide COUNTY with a certificate of insurance outlining all required coverage, limits, including a copy of the additional insured endorsements.

6. All deductibles or self-insured retentions shall be the responsibility of ATTORNEY. Deductibles or self-insured retentions in excess of Fifty Thousand Dollars (\$50,000) must be disclosed and are subject to approval by the County's Risk Manager.

7. ATTORNEY and COUNTY mutually acknowledge and agree that this Agreement was jointly drafted, and that the general rule that any ambiguity be construed against the drafter shall not apply in any subsequent dispute over its interpretation.

XV. NON-ASSIGNMENT

ATTORNEY shall not subcontract, assign, or delegate any of its rights or duties under this agreement except as provided in this Agreement.

XVI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

XVII. AMENDMENT

This Agreement shall not be amended except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

XVII. 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

Agreement 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 Agreement 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.

DATED this 16th day of May, 2023.

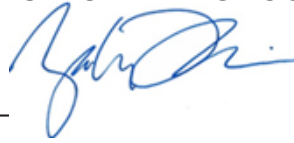
COUNTY
SNOHOMISH COUNTY:

Lacey Harper

Digitally signed by Lacey Harper
Date: 2023.05.16 10:21:11
-07'00'

County Executive Director Date

ATTORNEY
PACIFICA LAW GROUP, LLP



May 4, 2023

Date

Approved by Risk Management:

/s/ Sheila Barker 05/09/2023

Risk Manager Date

Approved as to Form Only:

/S/ George B. Marsh 05/04/2023

Date

COUNCIL USE ONLY	
Approved	<u>5/16/2023</u>
ECAF #	<u>2023-0529</u>
MOT/ORD	<u>Motion 23-196</u>

Schedule A Scope of Services

The following is an overview of the scope of services necessary to assist Snohomish County DCNR in addressing it's need for Legal Services for Progressive Design Build:

1. Initial Meeting/Establish Project Goals and Evaluation Criteria: The Attorney will attend an initial in person meeting with the County and the Owner Advisor to assist in establishing Project goals from a legal perspective. The Project goals will establish the basis for the RFQ and RFP Scopes of Work.
2. Project Review Committee Application: The Attorney will assist the County in obtaining approval from the State's Capital Project Advisory Review Board - Project Review Committee (PRC). The Attorney will attend the PRC meetings, as well as, assist in discussion, review and revision of the application.
3. Development of RFP and RFQ Evaluation Criteria, Scopes of Work, and Contracting Advice: The Attorney will provide legal assistance and opinion in drafting scope of work and evaluation criteria for the RFQ and RFP. The Attorney will provide legal assistance and legal advice to the County in developing contract requirements. The Attorney will assist in the drafting of the RFQ and RFP including the progressive design-build contract documents. This will include a series of meetings to discuss, review and finalize the RFQ, RFP, and proposed contract before publication. Assistance with potential bid protests and other procurement disputes is outside the scope of this budget.
4. Training and Post Award Assistance: If required, the Attorney will provide training in the legal aspects of Progressive Design-Build as a portion of the kick-off meeting. If requested, training will take place once the Design-Build team is selected. The Attorney will review the contract and the deliverables expected by each party. The Attorney will provide post award legal assistance on an as needed basis.
5. Contract Disputes: If required, the Attorney will provide dispute resolution, claims avoidance or litigation support related to Progressive Design-Build.
6. Additional Services as Needed: If required, the Attorney may be asked to provide legal input and expertise on RFQ and RFP shortlist evaluations and evaluation criteria as well as interviews and interview criteria.

Schedule B Compensation

PRIVILEGED & CONFIDENTIAL				
CASE BUDGET WORKSHEET			Snohomish County	
			MATTER NAME: Food & Farming Center	
			MATTER NUMBER: 20076-5	
DATE:	3/20/2023			
ACTIVITY	PERSONNEL	HOURS	HOURLY RATE	Budget
1. Initial Meeting				
The Attorney will attend an initial in person meeting with the County and the Owner Advisor to assist in establishing Project goals from a legal perspective. The Project goals will establish the basis for the RFQ and RFP Scopes of Work.	Z. Tomlinson	4	\$455	\$1,820.00
	K. Rodenburg	0	\$155	\$0.00
2. Project Review Committee Application				
The Attorney will assist the County in obtaining approval from the State's Capital Project Advisory Review Board - Project Review Committee (PRC). The Attorney will attend the PRC meetings, as well as, assist in discussion, review and revision of the application.	Z. Tomlinson	15	\$455	\$6,825.00
	K. Rodenburg	0	\$155	\$0.00
3. Development of RFP and RFQ Evaluation Criteria, Scopes of Work and Contracting				
The Attorney will provide legal assistance and opinion in drafting scope of work and evaluation criteria for the RFQ and RFP. The Attorney will provide legal assistance and legal advice to the County in developing contract requirements. The Attorney will assist in the drafting of the RFQ and RFP including the progressive design-build contract documents. This will include a series of meetings to discuss, review and finalize the RFQ, RFP, and proposed contract before publication. Assistance with potential bid protests and other procurement disputes is outside the scope of this budget.	Z. Tomlinson	45	\$455	\$20,475.00
	K. Rodenburg	12	\$155	\$1,860.00
4. Training and Post Award Assistance				
If required, the Attorney will provide training in the legal aspects of Progressive Design-Build as a portion of the kick-off meeting. If requested, training will take place once the Design-Build team is selected. The Attorney will review the contract and the deliverables expected by each party. The Attorney will provide post award legal assistance on an as needed basis.	Z. Tomlinson	25	\$455	\$11,375.00
	K. Rodenburg	0	\$155	\$0.00
5. Contract Disputes				
If required, the Attorney will provide dispute resolution, claims avoidance or litigation support related to Progressive Design-Build.	Z. Tomlinson	tbd	\$455	
	K. Rodenburg	tbd	\$155	
6. Additional Services As Needed				
If required, the Attorney may be asked to provide legal input and expertise on RFQ and RFP shortlist evaluations and evaluation criteria as well as interviews and interview criteria.	Z. Tomlinson	55	\$455	\$25,025.00
	K. Rodenburg	0	\$155	\$0.00
			Total	\$ 67,380.00