

PRO TEM HEARING EXAMINER:	Tom Ehrlichman
CONTACT:	Tom Ehrlichman
ADDRESS:	P.O. Box 490 Chimacum, Washington 98325
TELEPHONE:	(425) 268-5553
EMAIL:	tom@dykesehrlichman.com
COUNTY AGENCY:	Office of Hearings Administration
CONTACT:	Peter Camp
AMOUNT:	Not to exceed \$19,000 annually
FUND SOURCE:	002 5078604101
TERM:	September 1, 2025, through August 31, 2027, unless extended pursuant to Section 3

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (hereinafter "Contract") is between Snohomish County, a political subdivision of the State of Washington (hereinafter "County"), and Tom Ehrlichman, Esq., attorney at law (hereinafter "pro tem Hearing Examiner "). The parties agree as follows:

1. APPOINTMENT

Pursuant to SCC 2.02.030 the County hereby appoints Tom Ehrlichman, Esq., as Snohomish County Hearing Examiner pro tem to perform the duties of county hearing examiner according to the terms and conditions stated herein. Only the pro tem Hearing Examiner shall conduct hearings and sign decisions. The Office of Hearings Administration shall only assign matters to the pro tem Hearing Examiner if the Office reasonably believes the Office has adequate budget to pay for the pro tem Hearing Examiner's services for the matters assigned.

2. SCOPE OF SERVICES

- a. The pro tem Hearing Examiner shall conduct hearings and issue decisions consistent with adopted land use plans, development regulations, county code, hearing examiner rules of procedure, and applicable laws in proceedings assigned to the pro tem Hearing Examiner by the County.
- b. The pro tem Hearing Examiner shall have the authority of a hearing examiner as provided by SCC 2.02.100. Duties include but are not limited to site inspection as provided by law; researching application of federal, state, and county law; conducting public hearings and

meetings pursuant to applicable hearing examiner rules of procedure; issuing official written decisions; and other duties as ordinarily required of a county hearing examiner.

- c. The County will provide county staff to conduct official county business related to this Contract as it determines appropriate. The Office of Hearings Administration will schedule necessary hearing and conference rooms. The County shall be responsible for providing public notice of open record hearings. County departments and offices will provide file materials and staff recommendations according to county code and hearing examiner rules of procedure.
- d. The pro tem Hearing Examiner shall complete decisions within timeframes established by county code and hearing examiner rules of procedure.
- e. The pro tem Hearing Examiner shall conduct all public hearings and proceedings, other than site inspections, at the county campus in Everett, Washington.
- f. The pro tem Hearing Examiner shall respond promptly to communications from the Office of Hearings Administration. For example, the pro tem Hearing Examiner shall respond within a few business hours to communications regarding imminent hearings.
- g. At all times, the pro tem Hearing Examiner shall exhibit appropriate judicial demeanor, a high level of professionalism and legal acumen, and manage complex hearings while adhering to applicable regulations and policies.

3. TERM

This Contract shall commence upon the later of September 1, 2025, or mutual execution and shall terminate on August 31, 2027, unless the Contract is extended, provided that the County's obligations after December 31, 2025, are contingent upon legislative appropriation of necessary funds for this specific purpose in accordance with law. The parties may extend the term to August 31, 2028, by written agreement.

4. COMPENSATION

- a. The County will pay the pro tem Hearing Examiner for services provided under this Contract as provided in attached schedule A.
- b. The County will reimburse the pro tem Hearing Examiner for parking on hearing days and for mileage as provided in schedule A. The rate of mileage reimbursement shall be consistent with applicable County policies.
- c. The pro tem Hearing Examiner shall submit monthly invoices to the Office of Hearings Administration for work performed during the previous month, indicating hours expended, work performed, and charges authorized by this Contract.
- d. Total charges submitted under this Contract shall not exceed Nineteen Thousand dollars annually (\$19,000).
- e. The compensation provided for herein covers both overhead and expenses, and no other claims or reimbursement will be allowed under this Contract.

5. PAYMENT

- a. The County prefers electronic payment of this contract using the County's "e-Payable" system with Bank of America. The pro tem Hearing Examiner is highly encouraged to take advantage of the electronic payment method.
- b. In order to utilize the electronic payment method, the pro tem Hearing Examiner shall email 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 pro tem Hearing Examiner needs to provide contact information (name, phone number and email address). The pro tem Hearing Examiner 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 execution of this Contract, but not exceeding ten (10) business days.
- c. Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable pro tem Hearing Examiners. Invoices are processed for payment by Finance two times a week for pro tem Hearing Examiners who have selected the e-Payable payment option.
- d. In the alternative, if the Pro tem Hearing Examiner 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.
- e. Upon acceptance of payment, the Pro tem Hearing Examiner 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 Pro tem Hearing Examiner pursuant to this Contract.
- f. 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 ☒

No ☐

6. DIRECTION AND CONTROL

The pro tem Hearing Examiner agree that they will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the pro tem Hearing Examiner and any employees of the pro tem Hearing Examiner are not entitled to any benefits or rights enjoyed by employees of the County. Except as otherwise expressly provided in this Contract, the pro tem Hearing Examiner specifically has the right to direct and control their own activities in providing the agreed services in accordance with the Contract. The County shall only have the right to ensure performance.

7. OWNERSHIP

All documents, reports, plans, computer models, databases, all forms of electronic media and data produced in the performance of this work shall become the property of the County.

8. CHANGES

No modifications or amendments shall be made to this Contract except as agreed to in writing by both parties.

9. LEGAL SUPPORT

- a. The pro tem Hearing Examiner may request legal advice from the Civil Division of the Snohomish County Prosecuting Attorney's Office with respect to matters assigned to them under this Contract, consistent with the services ordinarily provided county hearing examiners and subject to the discretion and ethical responsibilities of that Office.
- b. The County shall provide legal representation, defense, and indemnification of the pro tem Hearing Examiner when named as a party in any legal challenge to actions or decisions of the pro tem Hearing Examiner made in their official capacity in the good faith performance of this Contract.

10. ACCESS TO BOOKS/RECORDS

The County may, at reasonable times, inspect the books and records of the pro tem Hearing Examiner relating to the performance of this Contract.

11. HOLD HARMLESS

The pro tem Hearing Examiner shall protect, save harmless, indemnify and defend, at their own expense, Snohomish County, its elected and appointed officials, officers, employees and agents, from any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, arising out of bodily injury or property damage caused by the pro tem Hearing Examiner's performance under this Contract, including claims by pro tem Hearing Examiner's employees or third parties. The pro tem Hearing Examiner's obligation shall include, but not be limited to, investigating, adjusting and defending all such claims alleging loss, injury or damage. The pro tem Hearing Examiner does not waive or release any claims against the County or its employees or independent contractors from any tort claim for property damage or bodily injury. By way of example only, the pro tem Hearing Examiner does not waive or release any claim against a County employee who damages the pro tem Hearing Examiner's vehicle in the parking garage, irrespective of whether the employee is driving a County vehicle or is acting within their course and scope of employment.

12. INSURANCE

The pro tem Hearing Examiner shall procure by the time of execution of this Contract, and maintain for the duration of this Contract, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General.

Each insurance policy shall be written on an "occurrence" form, except that professional liability, errors, and omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the pro tem Hearing Examiner warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Contract.

By requiring the minimum insurance coverage set forth in this section, the County shall not be deemed or construed to have assessed the risks that may be applicable to the pro tem Hearing Examiner under this Contract. The pro tem Hearing Examiner shall assess its own risks and, if it deems appropriate or prudent, maintain greater limits or broader coverage.

b. No Limitation on Liability

The Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the pro tem Hearing Examiner to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance

The pro tem Hearing Examiner shall maintain coverage at least as broad as, and with limits no less than:

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|--|---|
| (i) <u>General Liability:</u> | \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations; |
| (ii) <u>Automobile Liability:</u> | \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1. |
| (iii) <u>Workers' Compensation:</u> | To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Contract. |
| (iv) <u>Employers' Liability</u> or "Stop Gap" coverage: | \$1,000,000, if pro tem Hearing Examiner has employees |

d. Other Insurance Provisions and Requirements.

The insurance coverages required in this Contract for all liability policies except workers' compensation, if applicable, must contain, or must be endorsed to contain, the following provisions:

- (i) The County, its officers, officials, employees, and agents are to be covered as additional insureds of Contractor's general liability policy as respects liability arising out of activities performed by or on behalf of the pro tem Hearing Examiner in connection with this Contract.

Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

- (ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.
- (iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the pro tem Hearing Examiner shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors.

The pro tem Hearing Examiner shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the pro tem Hearing Examiner as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.**

- i. All deductibles shall be the responsibility of pro tem Hearing Examiner. Deductibles exceeding \$50,000 must be disclosed and are subject to approval by the County's Risk Manager.
- ii. Pro tem Hearing Examiner and County mutually acknowledge and agree that Section 12 was jointly drafted, and that the general rule that any ambiguity be construed against the drafter shall not apply in any subsequent dispute over the interpretation of Section 12.

13. COMPLIANCE WITH LAWS

The pro tem Hearing Examiner shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Contract.

14. PUBLIC RECORDS ACT

This Contract and all public records associated with this Contract 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 pro

tem Hearing Examiner are needed for the County to respond to a request under the Act, as determined by the County, the pro tem Hearing Examiner agrees to make them promptly available to the County. If the pro tem Hearing Examiner considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected from disclosure under law, the pro tem Hearing Examiner 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 copy the information so identified by the pro tem Hearing Examiner 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 pro tem Hearing Examiner (a) of the request and (b) of the date that such information will be released to the requester unless the pro tem Hearing Examiner obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the pro tem Hearing Examiner 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 pro tem Hearing Examiner to claim any exemption from disclosure under the Act. The County shall not be liable to the pro tem Hearing Examiner for releasing records not clearly identified by the pro tem Hearing Examiner as confidential or proprietary. The County shall not be liable to the pro tem Hearing Examiner for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

15. COUNTY NON-DISCRIMINATION

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of their 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 pro tem Hearing Examiner shall comply with the substantive requirements of chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Contract constitutes a certification by the pro tem Hearing Examiner of the pro tem Hearing Examiner's compliance with the requirements of chapter 2.460 SCC. If the pro tem Hearing Examiner is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Contract or 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 the pro tem Hearing Examiner's obligations under other federal, state, or local laws against discrimination.

16. FEDERAL NON-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 programs and activities, whether those programs and activities are federally funded or not.

17. TERMINATION

- a. If the pro tem Hearing Examiner breaches any obligations herein, and fails to cure within five (5) days of written notice to do so by County, County may terminate this Contract, in which case County shall pay pro tem Hearing Examiner in accordance with the compensation section of this Contract only for actual work performed and accepted by the County up to the date of termination.
- b. The County may terminate this Contract upon fifteen days written notice to the pro tem Hearing Examiner for any reason other than stated in paragraph 0.a. of this Contract, in which case County shall pay pro tem Hearing Examiner in accordance with the compensation section of this Contract for actual work performed and accepted by the County up to the date of termination.
- c. The pro tem Hearing Examiner may terminate this Contract upon forty-five (45) days prior written notice to the County for any reason, in which case the County shall pay according to the compensation section of this Contract for actual work performed and accepted by the County up to the date of termination.
- d. Termination shall not affect the rights of the County granted by any paragraph herein.

18. NON-ASSIGNMENT

Pro tem Hearing Examiner shall not subcontract, assign, or delegate any of its rights, duties, or responsibilities under this Contract, except as otherwise provided herein.

19. GOVERNING LAW AND VENUE

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

20. NOTICES.

All notices and other communications shall be in writing and shall be sufficient if 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: Office of Hearings Administration
Attn.: Administrator and Hearing Examiner
M/S 405
3000 Rockefeller Ave.
Everett, Washington 98201

and to:

Snohomish County Purchasing Division
Attn.: Purchasing Manager
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201

If to the pro tem Tom Ehrlichman
Hearing Examiner: Attorney at Law
P.O. Box 490
Chimacum, Washington 98325

The County or the pro tem Hearing Examiner may notify the other that it designates further or different addresses to which subsequent notices or other communications shall be sent.

21. CONFIDENTIALITY.

The pro tem Hearing Examiner shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Contract. The pro tem Hearing Examiner may use such information solely for the purposes necessary to perform its obligations under this Contract. The pro tem Hearing Examiner shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

22. INTERPRETATION.

This Contract 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 Contract 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 Contract are used only for convenience and are not intended to affect the interpretation of the provisions of this Contract. This Contract 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.

23. COMPLETE AGREEMENT.

The pro tem Hearing Examiner was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To

the extent of any inconsistency among this Contract, the RFP or RFQ, and the Contractor's response, this Contract shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

24. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Contract, the text or main body of this Contract shall prevail.

25. NO THIRD-PARTY BENEFICIARIES.

The provisions of this Contract are for the exclusive benefit of the County and the Contractor. This Contract shall not be deemed to have conferred any rights, express or implied, upon any third parties.

26. CHANGES

No changes or additions shall be made in this contract 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 Contract.

DATED this ____ day of _____, 2025.

SNOHOMISH COUNTY

TOM EHRLICHMAN, ATTORNEY AT LAW



Dave Somers
County Executive

Tom Ehrlichman
WSBA No. 20952

Approved as to form only:

Marsh, George

Digitally signed by Marsh, George
Date: 2025.08.12 14:16:48 -07'00'

Deputy Prosecuting Attorney

SCHEDULE A — COMPENSATION

		Year 1	Year 2	Option Year
Pro tem Hearing Examiner	Per hour	\$200	\$210	\$220
Paralegal, if used	Per hour	\$175	\$185	\$200
Planner (if used)	Per hour	\$150	\$165	\$180
Attorney, if used	Per hour	\$180	\$190	\$205
Decision Writer, if used	Per hour	\$80	\$90	\$100
Reimbursements:				
Transcription	Per minute	\$0.25	\$0.30	\$0.35
Mileage @ 28 miles	Per session day	\$0.70/mile	Per IRS mileage reimbursement	Per IRS Mileage reimbursement