CONTRACTOR: Joyce Ziker Partners, PLLC

ADDRESS: 1601 Fifth Avenue, Suite 2040

Seattle, WA 98101

TELEPHONE: (206) 957-5960

AGENCY: Department of Public Works –

Special Projects

PROJECT: On-Call Legal Services - Environmental

Review

AMENDMENT NO.5 TO CONTRACT FOR LEGAL SERVICES CONTRACT NO. CC02-19

THIS AMENDMENT NO. 5 to that certain Contract for Legal Services Contract No. CC02-19 dated January 3, 2019, (the "Agreement"), and as amended by Amendment No. 1 on May 2, 2019, as amended by Amendment No. 2 on December 9, 2019, as amended by Amendment No. 3 on December 9, 2020, and as amended by Amendment No. 4 on November 1, 2021 is entered into by and between Snohomish County, (hereinafter referred to as COUNTY), and Joyce Ziker Partners, PLLC (hereinafter referred to as ATTORNEY).

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and ATTORNEY agree that the Agreement shall be amended as follows:

- 1. Section VI, Compensation, is hereby deleted and amended as follows:
- 1. COUNTY shall pay ATTORNEY for legal services provided under this AGREEMENT at the following hourly rate for legal services actually provided: William F. Joyce, four hundred dollars (\$400.00) and Stacey Bernstein, three hundred eighty-five dollars (\$385.00). In the event that Mr. Joyce delegates work to an associate under Article IV of this AGREEMENT, COUNTY shall pay for their services at the following hourly rate: three hundred twenty-five dollars (\$325.00). In the event that Mr. Joyce delegates work to a paralegal/legal assistant under Article IV of this AGREEMENT, COUNTY shall pay for their services at the following hourly rate: one hundred ten dollars (\$110.00).
- 3. Total charges for services and other matters provided under this AGREEMENT during the terms of this AGREEMENT shall not exceed Sixty Thousand Dollars (\$60,000) without prior written authorization of COUNTY.

All other terms and provisions of the Contract for Legal Services shall remain in effect.

| IN WITNESS WHEREOF as follows: | , the parties h | nereto have caused this contra | act to be executed | |
|--------------------------------|-----------------|--------------------------------|----------------------------------|--|
| "COUNTY" | | "ATTORNEY" | | |
| nohomish County Jo | | Joyce Ziker Partners, PLL | Joyce Ziker Partners, PLLC f/k/a | |
| | | | | |
| County Executive | Date | William F. Joyce | Date | |
| Approved as to Form Only: | | | | |
| _/s/ George Marsh | 03/2021 Date | | | |