

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 22-396

AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO SIGN A CONTRACT
AMENDMENT WITH JOYCE ZIKER PARTNERS, PLLC FOR LEGAL SERVICES FOR
ENVIRONMENTAL CLAIMS IN AND AROUND THE SOUTHEAST AREA OF THE
SNOHOMISH COUNTY AIRPORT

WHEREAS, long-term tenants of the Snohomish County Airport may have caused or contributed to hazardous waste, substances, pollutants and contaminants on Airport property in and around the southeast area of the airport and tangential locations; and

WHEREAS, specialized legal advice, consultation and representation for potential legal action, remedies and damages is necessitated by such tenancy and environmental issues; and

WHEREAS, Joyce Ziker Partners, PLLC has provided consultation and initial advice regarding the Airport in said locations; and

WHEREAS, it is in the best interest of the County to amend the current contract for legal services from Joyce Ziker Partners, PLLC in an amount not to exceed an additional \$30,000.00, and which includes an hourly rate adjustment;

NOW, THEREFORE ON MOTION, the Snohomish County Council authorizes the County Executive to sign Amendment No. 3 to Agreement for Legal Services with Joyce Ziker Partners, PLLC in the form attached hereto.

PASSED this 28th day of September, 2022.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Asst. Clerk of the Council

CONSULTANT: Joyce Ziker Partners, PLLC
CONTACT PERSON: Matt Stock
ADDRESS: 1601 Fifth Avenue, Suite 2040
Seattle, WA 98101
TELEPHONE/FAX NUMBER: (206) 957-5960/206-957-5961
COUNTY DEPT: Snohomish County Airport
DEPT. CONTACT PERSON: Arif Ghouse
TELEPHONE/FAX NUMBER: 425-388-5100/425-388-5108
PROJECT: Legal Services
AMOUNT: Not To Exceed \$180,000
FUND SOURCE: 410-5216804101
CONTRACT DURATION: Immediately through discharge of professional services

AMENDMENT NO. 3 AGREEMENT FOR LEGAL SERVICES

THIS AMENDMENT (the "Amendment") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and JOYCE ZIKER PARTNERS, PLLC ("Attorney" and/or "Consultant") to the Agreement for Legal Services (the "Agreement") for the Snohomish County Airport in and around the southeast area of the airport and tangential locations (the "Matter"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Amendment to Section 3.a of the Agreement. Section 3.a. of the Agreement is replaced with the following text:

Services. The County will pay Attorney for legal services provided by Matthew Stock and William Joyce under this Agreement at an hourly rate of \$455.00. In the event that either Mr. Stock or Mr. Joyce delegates work to other attorneys with the appropriate level of experience to produce cost efficiency, the County will pay Attorney for their services at the following hourly rates: partner attorneys \$455.00; associate attorneys \$300.00. The County will pay reasonable and necessary out-of-pocket expenses including copying, printing, postage, and other incidental expenses excluding computer based legal services such as Lexis and Westlaw. The County will reimburse Attorney for necessary travel and other out-of-pocket expenses specified herein. Reimbursement for lodging and meals shall not exceed the federal per diem rates established by the U.S. General Services Administration without prior approval by the County. Attorney shall utilize coach airfares and mid-size or lower vehicle rentals unless prior approval is received from the County. PROVIDED, HOWEVER, that in no event shall the total amount charged by Attorney or paid by the County for services during the initial term (excluding extensions or renewals, if any) of this Agreement exceed \$25,000. Time of Attorney spent in travel related to the provision of services under this Agreement shall not be compensated. Time may be recorded and invoiced by Attorney in fractional hours with increments of no less than fifteen (15) minutes.

2. The total charges for services and other matters provided by the Attorney under this Agreement during the term of this Agreement is increased by \$30,000 (Thirty Thousand Dollars) which shall not be exceeded without prior written authorization of the County.

3. All other terms and conditions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect.

SNOHOMISH COUNTY:

Klein, Kenneth
County Executive
Klein, Kenneth
2022.09.29 09:36:50
-07'00' Ken Klein
Executive Director

Dated: 9/29/22

JOYCE ZIKER PARTNERS, PLLC:

Matthew Stock, Partner

Dated: 9/15/2022

Approved as to form only:

Corsi, Michelle
Deputy Prosecuting Attorney
Digitally signed by Corsi, Michelle
Date: 2022.09.15 11:25:50
-07'00' Date

COUNCIL USE ONLY	
Approved	<u>9/28/2022</u>
ECAF #	<u>2022-0946</u>
MOT/ORD	<u>Motion 22-396</u>