

**AGREEMENT BETWEEN
SNOHOMISH HEALTH DISTRICT
AND
SUMMIT LAW GROUP PLLC**

This Agreement is made by and between the Snohomish Health District, hereinafter referred to as "District," and Summit Law Group PLLC, a Professional Service Corporation, hereinafter referred to as the "Contractor."

IN CONSIDERATION of the mutual promises and covenants contained herein,

IT IS, THEREFORE, MUTUALLY AGREED:

1. Legal Services. The Contractor will provide legal services and representation to the District as described on Exhibit A hereto.
2. Responsible Attorneys. Rod Younker is hereby designated as the primary attorney responsible to the District for all matters pertaining to the client's affairs and legal issues. Mr. Younker, or his designee, shall make every effort to attend Board of Health meetings as requested, and be the primary contact for the District with respect to legal matters described on Exhibit A. Mr. Younker shall determine which lawyers, legal assistants, and support personnel in the firm will provide any legal services to be delivered under this Agreement.
3. Payment by the District to Contractor. The District agrees to pay for legal services as follows:
 - 3.1 For the initial two-year term of the agreement, the Contractor will charge a flat fee of four thousand five hundred dollars (\$4,500) each quarter for their hotline service. The service provided by this fee gives the District access to any of Summit's attorneys for advice about the multitude of labor and employment matters that can be resolved with routine advice, modest research or the review/creation of employment-related documents; the fee includes communications systems, routine photocopying, computerized legal research, word processing, or other related expenses. Also included as part of the hotline service is one half-day supervisor or manager training during each two-year contract term.
 - 3.2 Items not included in the hotline services will be charged a flat hourly rate, based on assigned attorney, as noted in Appendix B. Such items not covered in the hotline services noted in 3.1 would be bargaining, addressing grievances or claims that have proceeded to litigation, or special projects. These rates will remain fixed for the two-year term of this Agreement.
 - 3.3 It is understood that the District will be furnished detailed monthly billings based upon time expended in District affairs by the Contractor. Upon their approval, District will remit to the Contractor the face value of the invoice within 35 days of receipt of the invoice.
 - 3.4 If mutually agreed to extend this Agreement for up to two, two-year extensions, the rates may be increased. Beginning with Year Three, the Contractor may submit a written request for an increase, explaining the reason why and how the

figures where arrived at, or request the District consider the adjustment of the Year Four rate by the lesser of: five percent (5%) or the Consumer Price Index for All Urban Consumers (CPI-U) percentage of change from the month just preceding Contract Year Three. In this case, the same procedure must also be used for Year Five.

4. Costs. Mileage will be charged at the IRS rate for travel by car. Actual costs will be billed for other travel expenses, high volume photocopying jobs, and other extraordinary out-of-pocket expenses.
5. Attorney Line of Responsibility. It is understood that the District is a municipal corporation existing under the laws of the State of Washington and conducts its affairs through a Board of Health. Board members are made up of elected representatives of Snohomish County and the cities and towns in Snohomish County. The Board directly employs an Administrator. In the absence of any express resolution or direction from the Board of Health, it is understood that the law firm may rely upon the directions of the Administrator for the District in the performance of legal services under this Agreement. It is understood that the authority of the Board of Health and the Administrator are as provided in the laws of the State of Washington, (RCW 70.46 for Health District Organization and RCW 70.05.045 as to the authority of the Health District and the Administrator). It is understood that Summit Law Group is a private law firm, existing and incorporated under the laws of the State of Washington as a professional service corporation and as such has no authority to institute any criminal proceedings on behalf of the District. All criminal proceedings for violation of Health Officer orders and for violation of the Public Health statutes and laws of the State of Washington and District shall be enforced through use of the services of the Snohomish County Prosecuting Attorney.
6. Risk Management Insurer and Labor/Employment Legal Coordination. The District participates in a risk sharing pool for public entities, known as Enduris, where local governments or special purpose districts "pool" resources to share risk and reduce cost. The District consults with Enduris on a host of employee relations, business and operational matters as well as regularly participates in risk management training and loss prevention activities.

The District retains Weed, Graafstra & Associates, Inc., P.S., to provide general legal advice, such as in the areas of land use, regulatory reform, open public meetings, public records and tort and litigation defense; and other related matters in coordination with Enduris as applicable.

Contractor shall coordinate with Enduris and/or Weed, Graafstra & Associates, Inc., P.S., in insurance liability or general legal matters as requested.

7. Termination. Either party may terminate this Agreement by written notice given to the other party. Said notice shall be addressed to the address of the respective party as set forth on the signature page of this Agreement and shall be effective thirty (30) days after delivery or the date of postmark. Any matters that are then in process shall be relinquished by the Contractor to a successor named attorney. In the event the Contractor is terminated as attorney under terms of this Agreement as provided, the District shall set forth in such notice the name of the successor attorney or law firm and upon delivery of any legal files for matters then under the supervision or direction of the Contractor to such successor attorney, the Contractor shall be relieved of all further duties or obligations to the District for such matters.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no verbal agreements that modify or supplement the terms of this agreement. This agreement shall be interpreted according to the laws of the State of Washington.
9. Duration and Renewal Options. Subject to its other provisions, the period of performance of this Agreement shall commence on January 1, 2017, concluding December 31, 2018. This Agreement may be extended two (2) additional two-year terms, commencing January 1, 2019 through December 31, 2020 and January 1, 2021 through December 31, 2022. Upon at least thirty (30) days prior to the conclusion of each period of performance, the District shall notify the contractor of its intentions in writing regarding exercising the two-year option period(s). Should the District exercise the final option period, the parties shall review the Agreement and as necessary, upon mutual agreement amend any terms and provisions including Exhibits A and B. If the District desires a copy of files or authorizes destruction of a file (at any time), the District will be responsible for the costs of duplication or destruction based on the hourly rate of administrative staff as well as any storage retrieval fees associated with the request.

10. Billing and Reimbursement Procedures:

- 10.1 No payment shall be made for any services provided under any portion of this Agreement unless said services are expressly detailed within the scope of categories set forth in the approved fee schedule as set forth in Exhibit B under this Agreement. Payment shall be made on a reimbursement of cost basis.
- 10.2 The Contractor shall submit monthly actual cost reconciliations for reimbursement of costs or services provided under this Agreement on a format prescribed by the District.
- 10.3 In addition to subpart 10.1 requirements above, claims for actual cost reimbursement by the Contractor shall be submitted to the District by the 25th day of each month, following the month during which the services required to be performed under this Agreement were provided. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement.
- 10.4 The District may not process claims for reimbursement until all supporting documentation is provided in the correct and proper form. The District reserves the right to withhold payment for services required to be performed under this Agreement until it receives reports and/or other documents as may be required in performance of the Agreement.
11. Performance Standards and Licensing: The Contractor shall comply with all applicable laws, rules, ordinances, codes, regulations of local, state, and federal governments and written program policies, as now or hereafter amended.
- 11.1 The Contractor shall ensure that service providers are aware of the provisions and requirements of RCW 70.24 and WAC 248-100 regarding confidentiality, nondiscrimination and all other provisions and requirements.
- 11.2 The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards and any other standards or criteria

established by the District to ensure quality of services necessary for the performance of this Agreement.

12. Assignment and Delegation: The Contractor shall not subcontract, assign, or delegate any rights or obligations under this Agreement, either in whole or in part, without the prior written approval of the District.
13. Duplication of Effort: The Contractor certifies that work to be performed under this Agreement will not duplicate any work to be charged against any other contract, subcontract, or other source.
14. Relationship of Parties: This contract is for professional legal services and establishes an attorney-client relationship. The Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the District or any state or federal agency. The Contractor, its agents and employees, are not entitled to any benefits or rights enjoyed by employees of the District.
15. Conflict of Interest:
 - 15.1 Employees and subcontractors of the Contractor shall not use, or give the appearance of using, their positions as the District's representative for the personal gain of themselves or those with whom they have family, business, or other ties.
 - 15.2 Employees and subcontractors of the Contractor shall not have or acquire any interest, direct or indirect, that would conflict with the performance of services under this Agreement. The Contractor shall not employ or subcontract with persons who have conflicts of interest nor appoint them as members of its governing board or advisory committee(s).
 - 15.3 The Contractor and its subcontractors shall not provide any preferential treatment or financial advantage to any employee of the District or any of their family members with regards to their personal or non-District professional interests.
16. Nonwaiver of Snohomish Health District's rights: The District's failure to insist upon the strict performance of any provision of this Agreement, to exercise any right based upon a breach thereof, or the acceptance of any defective performance, shall not constitute a waiver of any rights of this Agreement unless stated to be such in writing signed by an authorized representative of the District and attached to the original Agreement.
17. Nondiscrimination: The Contractor shall not discriminate on the grounds of race, color, national origin, sex, gender orientation, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in:
 - 17.1 Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part; and
 - 17.2 Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

18. Indemnification/Hold Harmless:

- 18.1 The Contractor shall defend, indemnify and hold harmless SHD, its officers, elected officials, agents, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs arising out of or resulting from the negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the negligence of SHD.
- 18.2 The Contractor's obligation herein shall include, but not be limited to, investigating, adjusting and defending all claims alleging loss from the negligent action, error or omission by the Contractor, Contractor's employees, agents or subcontractors.

19. Insurance:

- 19.1 Contractor shall, at its own expense, obtain and keep in force insurance as specified in Exhibit C attached until completion of this contract. Proof of applicable insurance is attached to this document.
- 19.2 Where District has provided written approval of a subcontractor, Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- 19.3 All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by SHD.

20. Agreement Alterations and Amendments: The District and the Contractor may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind their respective parties.

21. Disputes: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by consensus, shall be submitted to an arbitrator who is mutually approved. Pending final decision of a dispute hereunder, the Contractor and District shall proceed diligently with the performance of this Agreement in accordance with the arbitrator's decision.

22. Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provisions, and to this end the provisions of this Agreement are declared to be severable.

23. Order of Preference: In the event of any inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- 24.1 Applicable Federal Statutes or Regulations; RCW 70.24; other State Statutes and Regulations;

- 24.2 Terms and Conditions of this Agreement;
- 24.3 Exhibit A, the Statement of Work;
- 24.4 Exhibit B, Budget.

24. Venue Stipulation: This Agreement and any contract incorporating it have been and shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be Snohomish County.

25. Notices: Unless otherwise directed in writing, notices, reports and payments shall be delivered to the District at the following address:

Snohomish Health District
3020 Rucker Ave., Suite 306
Everett, WA 98201-3900

And to the Contractor at the following address:

Summit Law Group, PLLC
315 Fifth Ave., S, Suite 1000
Seattle, WA 98104

Notices mailed by the District shall be deemed given on the date mailed. Notices received by the District shall be deemed given on the date received. Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of not less than fifteen (15) days prior to the effective date.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SNOHOMISH HEALTH DISTRICT

SUMMIT LAW GROUP, PLLC


Peter M. Mayer
Deputy Director | Chief Operating Officer
12.15.16
Date


Rodney B. Younker
Attorney at Law/CEO
12/29/16
Date

EXHIBIT A:

STATEMENT OF WORK

The Contractor will provide Labor/Employment Counsel to Snohomish Health District and the Snohomish Health District Board of Health by providing a broad range of labor and employment assistance, with a focus in state of Washington public sector labor law. Contractor will provide legal counsel, opinions, consultation and coordination with staff and Board of Health members. Contractor will provide verbal and written advice and interpretation of labor and employment law as it applies to Snohomish Health District. Such information may involve federal laws as well as state and local statutes and ordinances. Snohomish Health District reserves the right to use alternate counsel on a specific case basis.

Typical Duties (not exhaustive):

- Provides labor and employment advice, consultation and recommendations; serve as a "hotline" for ad hoc employment matters.
- Provides routine communication to the District's bargaining agents, as needed, to anticipate/resolve issues that arise.
- Develops collective bargaining strategy in collaboration with District staff.
- Acts as Chief Negotiator in collective bargaining sessions.
- Leads or co-leads management teams in collective bargaining sessions.
- Drafts, reviews and approves employee and/or labor policies and contracts.
- Represents the District in grievance, mediation, arbitration hearings and/or other employment hearings.
- Prepares staff for depositions, subpoenas and hearings.
- Advises District staff regarding the discipline and dismissal of employees.
- Provides preventive legal/risk management services to the Board of Health and District staff, including conducting trainings, workshops and providing other materials to help inform and/or mitigate District employment and labor risk.
- Conducts investigations.

Excluded Duties:

- Providing any advice or representation to the District on general counsel related matters unless specifically requested by the Director or delegated authority.
- Representing or advising District staff where the interest of the District employee may conflict with that of the District.
- Providing legal services where the District has insurance coverage that provides for legal services and the District has tendered the defense to the insurance carrier. Provided, however, the District's labor/employment law representative shall monitor the legal action on behalf of the District, and may be retained by the District's insurance provider to provide such legal services, or may pursue claims against the District's insurance company as needed to ensure the District's rights under the contract of insurance are provided

EXHIBIT B:

FEES

For the initial two-year term of the agreement, the District agrees to pay for legal services as follows. If mutually agreed to extend this Agreement for up to two, two-year extensions, the rates may be increased as noted in Section 3.

Fee Schedule as further described in Section 3:

Quarterly Fee: Four thousand five hundred dollars (\$4,500). Provides access to any of Summit's attorneys for advice about the multitude of labor and employment matters that can be resolved with routine advice, modest research, the review/creation of employment-related documents, and one (1) half-day supervisor and manager training each year of the agreement.

Hourly Fee: Services such as bargaining, addressing grievances or claims that have proceeded to litigation or special projects are not covered by the hotline services noted in 3.1. Items not included in the hotline services will be charged a flat hourly rate as noted below.

Peter Altman	\$260
Kristin D. Anger	\$295
Michael C. Bolasina	\$295
Sarah Hale	\$250
Beth Kennar	\$295
Otto G. Klein	\$320
Sofia D. Mabee	\$295
Shannon E. Phillips	\$295
Bruce L. Schroeder	\$320
Dan Swedlow	\$290
Rodney B. Younker	\$315

EXHIBIT C:

INSURANCE COVERAGE DOCUMENTS

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold harmless SHD, its officers, elected officials, agents, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs arising out of or resulting from the negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the negligence of SHD. The Contractor's obligation herein shall include, but not be limited to, investigating, adjusting and defending all claims alleging loss from negligent action, error or omission by the Contractor, Contractor's employees, agents or subcontractors.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or the equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The District shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District.
2. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
3. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

2. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the District. Any Insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except in accordance with RCW 48.18.290, and prior written notice by delivery or mail has been given to the District.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from the District, the Contractor shall provide evidence of such insurance.