

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between the City of Snoqualmie, Washington (“City”), and Laminar Law, PLLC (“Contractor”).

RECITALS

- a. The City desires to obtain Hearing Examiner services to fulfill the duties and exercise the powers set forth in Chapter 2.14 Snoqualmie Municipal Code (SMC).
- b. Contractor represents that it is qualified and possesses sufficient skills, experience, and professional expertise to perform the services this Agreement requires and upon which the City is relying.
- c. The undersigned Mayor, pursuant to the authority granted by RCW 35A.12.090 and SMC 2.14.030, has appointed Contractor to the office of Hearing Examiner for the City for the Term described below.
- d. The City Council, pursuant to SMC 2.14.030 and RCW 35A.12.090, has confirmed the appointment of Contractor and authorized the Mayor to execute this Agreement with Contractor.

Based on the foregoing recitals, the parties agree as follows:

TERMS

1. **Scope of Services.** Contractor shall assign attorney Peregrin Sorter to serve as the lead Hearing Examiner for the City, who shall provide the services described in Chapter 2.14 SMC, and as further and more particularly described in Attachment A, Scope of Services, which is incorporated herein.
2. **Term.** This Agreement shall take effect on the date of the last signature of the parties listed below, and shall continue in effect until terminated in accordance with Section 11, below.
3. **Compensation.** The City shall pay Contractor a flat fee in the amount shown below for services performed in connection with the following types of land-use matters:

\$1,750	\$3,000	\$3,850
Single-Family Residential Variances and Conditional Use Permits	Multifamily Residential Variances and Conditional Use Permits	Consolidated hearings on multi-permit applications, not including any appeals
	Commercial, Industrial, and Public Agency Variances and Conditional Use Permits	Planned Residential Developments
	Shoreline Substantial Development Permits	Shoreline Variances and Conditional Use Permits
		Preliminary Plats

For all other services provided under this Agreement, including code enforcement and SEPA appeals, Contractor's compensation during the Term shall be at the rate of \$225.00/hour. The City shall not be charged for travel time, office supplies, or routine duplication of hearing materials except in unusual circumstances and upon prior written approval. Contractor shall bill the City separately for each matter handled by Contractor during the Term, and the invoice for each such matter shall be submitted at the conclusion of the matter unless other arrangements are agreed in advance. For hourly matters expected to extend over several months, Contractor may choose to submit monthly invoices for services rendered until the conclusion of the matter. The City shall approve all invoices before payment is issued. Payment shall occur within thirty (30) days of receipt and approval of an invoice.

4. Independent Contractor Relationship. This Agreement creates an independent contractor relationship. No agent, employee, officer or representative of the Contractor shall be deemed to be an employee, agent, officer, or representative of the City for any purpose, and Contractor's employees are not entitled to any benefits or privileges the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, officers, subcontractors, or representatives in providing services under this Agreement.

5. Insurance. The Contractor shall maintain insurance against claims for injuries to persons or damage to property which may arise in connection with the performance of the work as set forth below.

- Automobile Liability insurance: The Contractor affirms that each of its independent contractors serving the City will maintain appropriate individual automobile insurance coverage throughout the course of the contract term between the parties. Both parties acknowledge that the work the Contractor performs under this contract relates to Hearing Examiner services and does not involve driving or the operation of a vehicle on behalf of, or for, the City.
- Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence or \$1,000,000 aggregate.
- Professional Liability insurance appropriate to Contractor's profession with limits no less than \$1,000,000 per claim.

Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage the City maintains shall be excess of the Contractor's insurance. Upon request, Contractor shall furnish the City with certificates of insurance coverage.

6. Indemnification.

6.1 The Contractor shall defend, indemnify, and hold harmless the City from all claims and causes of action for injuries to persons or damages to property, and all losses, damages, demands, suits, and judgments, including attorney fees, arising out of, or as a result of, or in connection with the work performed under this Agreement, but only to the extent such

damages/injuries are caused or occasioned by reason of errors, negligent acts, or omissions of the Contractor or its subcontractors in the performance of this Agreement, and except for injuries and damages proximately caused by City negligence, or of its officers, employees, or agents. For purposes of this section, attorney invoices shall not be privileged, fees shall be reasonable, and the parties shall coordinate on counsel selection. This subsection shall not apply to allegations stemming from any act, error, or omission of Contractor in making a recommendation or a decision on an application or appeal or other matter as the Hearing Examiner. The indemnification is reciprocal.

6.2 The City is responsible for the appeal or defense of any Hearing Examiner decisions.

6.3 The indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

6.4 The parties have mutually negotiated the indemnification provisions of this Section 6, which shall survive Agreement termination or expiration.

7. **Nondiscrimination.** In Agreement performance, Contractor will not discriminate against any employee or employment applicant on grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the disability prevents the proper performance of required work.

8. **Covenant Against Contingent Fees.** Other than its own employees, the Contractor warrants that it has not paid or agreed to pay any company, person, or firm any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. The City may terminate the Agreement if Contractor violates this warranty.

9. **Compliance with Law.** Contractor shall render services to the City in compliance with Chapter 2.14 SMC and all other applicable provisions of the municipal code and state law. Contractor shall comply with applicable laws including, those related to employment security and workers' industrial insurance.

10. **Assignment and Subcontracting.** The City has awarded this Agreement to Contractor due to its unique qualifications to serve as hearing examiner, and Contractor serves at the Mayor's pleasure. Contractor shall not assign or subcontract any duties under this Agreement without the City's prior written consent. Contractor may recommend appointment of an examiner pro tem to serve in the absence or disability of Contractor, or in the event Contractor is precluded from serving as hearing examiner in a particular matter or matters due to a conflict.

11. **Termination.**

11.1 Either party may terminate this Agreement without cause upon giving the other party thirty (30) days' advance written notice.

11.2 This Agreement may be terminated immediately for cause, including any conduct which reasonably calls into question the professional integrity, candor, competence, and impartiality of the Contractor. Termination for cause shall be effected by serving a notice of termination on the Contractor setting forth the reason therefor. If the termination is based on a breach of this Agreement, Contractor shall have five (5) business days to cure the breach. If not cured within that time, the termination will take effect immediately without further notice.

11.3 The Contractor will only be paid for services and expenses complying with the Agreement and incurred before termination.

12. Contact Information.

For the City:	Katherine Ross, Mayor City of Snoqualmie 38624 River Street P.O. Box 987 Snoqualmie, WA 98065 E-Mail: kross@snoqualmiewa.gov
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For the Contractor:	Peregrin Sorter Laminar Law, PLLC 1919 N. Union Ave. Tacoma, WA 98406 Phone: (206) 658-3784 E-mail: peregrin@laminarlaw.com
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13. Governing Law and Dispute Resolution. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington without reference to its choice-of-law rules. Any judicial proceeding relating to the interpretation, performance, or enforcement of this Agreement shall be brought exclusively in King County Superior Court, at Kent, Washington.

14. Nonwaiver. Waiver by the City of any provision of this Agreement shall not constitute waiver, express or implied, of any other Agreement provision.

15. Integration. This Agreement consists only of this document, including Attachment A, and supersedes all prior agreements between the parties concerning hearing examiner services. Any revision to this Agreement shall be in writing and signed by both parties.

16. Authorization. By signature below, each party warrants it is authorized and empowered to execute this Agreement binding the City and Contractor respectively.

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ACKNOWLEDGED AND AGREED TO BY:

CONTRACTOR	CITY OF SNOQUALMIE
_____ Peregrin Sorter Laminar Law, PLLC	_____ Katherine Ross, Mayor
Date: _____	Date: _____

APPROVED AS TO FORM:

David A. Linchan, Interim City Attorney

Attachment A
Scope of Services
for
Hearing Examiner

1. Contractor shall perform the work necessary to fulfill the duties of City hearing examiner, per Ch. 2.14 SMC. Such work includes, but is not limited to: receiving and examining information presented in administrative hearings and quasi-judicial proceedings under the SMC; maintaining a full and complete record of party submissions in connection with administrative hearings and quasi-judicial proceedings; conducting public hearings in land use, code enforcement, and other administrative matters authorized under the SMC, or as otherwise referred by the City Council; handling administrative appeals; and preparing written decisions and recommendations, all within the City's established time limits.

2. Contractor shall work independently and without direct supervision of any City department or official but will receive scheduling and hearing coordination assistance from City staff, as needed. Contractor will remain fully knowledgeable of applicable laws affecting Contractor's duties.

3. Contractor shall conduct an orderly and impartial review of matters assigned, creating a professional and courteous environment for applicants, appellants, citizens, and staff, and shall timely prepare a decision based on sound reasoning and applicable law. When convenient for the parties, legal counsel, and witnesses, and to reduce costs to the City, the Contractor is encouraged to hold hearings by remote access technology when feasible to do so.

4. Contractor shall provide the office space and equipment necessary to perform his obligations under this Contract and shall maintain an active e-mail address for electronic communications and transfer of information. Contractor shall provide necessary administrative support for handling and organizing materials and information submitted by the parties. The City shall provide a hearing room for any in-person hearings and shall arrange for recording of hearings when necessary. The City shall also provide remote video access technology hosting and online participant links for conducting remote hearings when deemed appropriate by Contractor and shall provide Contractor with a recording of such hearings. The City shall also make a staff member available to service as clerk to the hearing examiner for coordinating communications, scheduling, and transmitting and maintaining hearing materials with the parties and/or their counsel.

5. Routine office overhead costs, such as minor photocopying, phone, electronic legal research, office supplies, and clerical/administrative support are not reimbursable. The City shall reimburse Contractor for the reasonable cost of large photocopying jobs (when necessary) and other non-routine out-of-pocket expenses if approved in advance.