



## Snohomish County Council

**Committee:** LJHS  
**ECAF:** 22-0065  
**Proposal:** Mot. 22-036

**Analyst:** Heidi Beazizo  
**Date:** Feb. 7, 2022

### **Consideration**

The Executive's Office requests Council consider approving proposed Motion 22-036 which would approve and authorize Amendment No. 2 for legal services.

### **Background**

A lawsuit, filed on October 28, 2020, in King County Superior Court named Snohomish County and Snohomish County employees necessitating a procurement for the legal services of an outside firm. The Rules of Professional Conduct preclude the Civil Division from representing the County, former employees, and volunteers acting on behalf of Snohomish County.

Independent outside counsel was selected and the original contract for special services with Friemund Tardif, PLLC on August 25, 2020 for an amount of up to \$50,000. Amendment No. 1 added an attorney to the agreement. There is a need for continued outside counsel.

### **Current Proposal**

*Scope:* Motion 22-036 approves Amendment No 2. with Friemund Tardif for continued outside counsel in this matter.

*Duration:* Unknown – dependent upon resolution

*Fiscal Implications:* \$50,000 for a total not-to-exceed amount of \$100,000

**2022 Budget:** YES

**Future Budget Impacts:** Unknown

**Handling:** Normal

**Approved-as-to-form:** YES

**Risk Management:** YES

**Executive Recommendation:** YES

**Analysis:** [SCC 3.04.140\(5\)](#) allows for the Prosecuting Attorney to approve \$50,000 in litigation contracts. As the not-to-exceed amount is increasing, Council approval is required.

**Attachments:** 2022-0065 Original Agreement; 2022-0065 Amendment No. 1

**Amendments:** N/A

**Request:** Move this motion to GLS on February 23 for Council to consider taking action.

**CONTRACT FOR LEGAL SERVICES**  
**(TORT LITIGATION)**

SNOHOMISH COUNTY, through the office of the Prosecuting Attorney (hereinafter referred to as "County"), and ALLISON CROFT, of the law firm of Freimund Tardif, PLLC (hereinafter referred to as "Attorney"), in consideration of the mutual promises contained herein agree as set forth below:

**I. PURPOSE**

On June 19, 2020, Snohomish County Risk Management received a Claim for Damages filed by Nylysha S.B. Aradon and her attorneys Patrick Trudell and Scott Bowen at Kornfeld, Trudell, Bowen & Lingenbrink, PLLC, that included a proposed Complaint. Ms. Aradon's attorney indicated their intent to file the complaint in the United States District Court for the Western District of Washington in Seattle in the near future (hereinafter referred to as "the Aradon matter"). The claim and subsequent potential litigation arises out of a series of incidents, legal actions, and records requests that began on February 28, 2013.

The Snohomish County Prosecuting Attorney's Office has determined there may be an actual or perceived conflict of interest in representing Susan Walker. As a result, it has become necessary to hire counsel to provide representation of the County and the above-named County employees.

**II. SCOPE OF WORK AND DUTY OF THE ATTORNEY**

The Attorney shall act as independent counsel for and represent Susan Walker in the Aradon matter.

The Attorney shall advise the Snohomish County Prosecutor and the Snohomish County Executive's Office and/or Snohomish County Risk Manager Sheila Barker in the event Susan

Walker fails or refuses to cooperate with representation by Attorney and/or hire an attorney at her own expense to represent her in this lawsuit.

### III. FEES AND EXPENSES

The County shall pay Attorney for services provided relating to the above described services at Attorney's standard billing rate for such services, provided such rate does not exceed \$235 per hour, plus reasonable expenses. The Attorney may delegate services to other counsel in the firm or legal assistants employed by Attorney to assist him in providing legal services under this agreement in a cost effective manner, provided that other counsel and legal assistants shall work at the specific direction and subject to the approval of Attorney. The aggregate fee for Attorney's services shall not exceed \$50,000.00 without the prior written consent of the County. The term "reasonable expenses" shall include filing fees, witness fees, travel expenses, copying, long distance telephone calls, preparation of transcripts, expenses of depositions, and other incidental expenses at cost to the Attorney, but does not include ordinary overhead such as office, secretary, or paralegal expenses, stationary costs, and other expenses not directly incident to a specific request for services.

### IV. PAYMENT

All fees and expenses shall be billed monthly. Billings shall be directed to Snohomish County Risk Manager Sheila Barker, and reference the claim by name and by the Snohomish County Prosecuting Attorney's file number R13-001656.

### V. DURATION OF CONTRACT

This contract shall be in effect as of the date it is executed, and shall continue, unless terminated, until the conclusion of litigation.

## **VI. NON-DISCRIMINATION**

The Attorney shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Attorney of the Attorney's compliance with the requirements of Chapter 2.460 SCC. If the Attorney is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to 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 Attorney's obligations under other federal, state, or local laws against discrimination.

## **VII. TERMINATION**

The County may terminate this contract as to any Attorney providing service under this contract who violates any provision of this contract, or any rule of professional conduct or other law, or is subject to discipline under the Rules for Lawyer Discipline. In case of termination, the County shall pay Attorney for all services provided in accordance with this contract through the date of termination. Upon notice of termination, no further fees or expenses may be incurred except to the extent necessary to safeguard the interest of the County as authorized by Snohomish County Risk Manager Sheila Barker.

Pursuant to SCC 2.90.085, this contract may also be terminated as to representation of Susan Walker upon the following conditions:

1. Susan Walker fails or refuses to cooperate with representation by Attorney; or
2. Susan Walker hires an attorney at her expense to represent her in this lawsuit.

### **VIII. RELATIONSHIP OF PARTIES**

Attorney agrees that Attorney will perform services under this agreement as independent contractors and not as an agents, employees, or servants of County. Attorney and her employees are not entitled to any benefits or rights enjoyed by employees of the County.

### **IX. NON-ASSIGNMENT**

Attorney shall not subcontract, assign, or delegate any of their rights or duties under this agreement except as provided in this agreement.

### **X. GOVERNING LAW AND VENUE**

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

### **XI. 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 agreement.

### **XII. WARRANTY, HOLD HARMLESS, AND INSURANCE REQUIREMENTS**

1. Attorney represents and warrants that each Attorney providing services under this contract is a member in good standing of the Washington State Bar Association, that no disciplinary proceedings are pending against them, that all necessary investigations have been made to identify conflicts, and that all conflicts have been disclosed and will continue to be disclosed to County. Attorney further warrants that she carries and will maintain adequate professional liability insurance for work performed under this agreement during the term of this agreement. Attorney shall disclose such insurance coverage to County upon request.

2. Attorney shall protect, save harmless, indemnify, and defend, at her own expense, Snohomish County, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of Attorney's negligence, intentional, tortious, or wrongful acts in the performance of this agreement, including claims by Attorney's employees or third parties. This provision shall not include claims or judgments for professional negligence, which are addressed in paragraph 3 below.

3. Attorney shall protect, save harmless, and indemnify, at her own expense, Snohomish County, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of Attorney's professional negligence, which shall include, but is not limited to, any act covered by professional liability insurance maintained continuously by Attorney for the duration of this contract. Claims based on legal malpractice will only be reimbursed after being reduced to judgment or settlement, but Attorney agrees that reimbursement shall include any judgment or settlement amount and all costs incurred by the County in defending the action, including but not limited to reasonable Attorney's fees and other costs of litigation.

4. Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice has been given to the County. Attorney shall give the County thirty (30) days' written prior notice of a reduction to or cancellation of coverage, and ten (10) days' notice of cancellation due to non-payment of premium, which the Attorney shall fax to Snohomish County Risk Management at (425) 388-3499.

5. All deductibles or self-insured retentions shall be the responsibility of the Attorney. Deductibles or self-insured retentions in excess of Fifty Thousand Dollars (\$50,000.00) must be disclosed and are subject to approval by the County's Risk Manager.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as

follows:

SNOHOMISH COUNTY



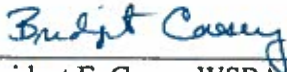
Adam Cornell, WSBA # 32206  
Snohomish County Prosecuting Attorney  
Date: 8/25/2020

FREIMUND TARDIF, PLLC



Allison Croft, WSBA #30486  
Date: 8/18/2020

Approved as to Form:



Bridget E. Casey, WSBA # 30459  
Deputy Prosecuting Attorney  
Date: 8/18/2020

**1<sup>st</sup> AMENDED CONTRACT FOR LEGAL SERVICES**  
**(TORT LITIGATION)**

SNOHOMISH COUNTY, through the office of the Prosecuting Attorney (hereinafter referred to as "County"), ALLISON CROFT and CHIA-YU CHIANG, both of the law firm of FREIMUND TARDIF, PLLC (hereinafter referred to as "Attorneys"), in consideration of the mutual promises contained herein agree as set forth below:

**I. PURPOSE**

On June 19, 2020, Snohomish County Risk Management received a Claim for Damages filed by Nylysha S.B. Aradon and her attorneys Patrick Trudell and Scott Bowen at Kornfeld, Trudell, Bowen & Lingenbrink, PLLC, that included a proposed Complaint. Ms. Aradon, through her attorney thereafter served the Summons & Complaint upon the County on October 28, 2020: *Nylysha Starvion Belafon Aradon, et al. v. Snohomish County, et al.*; King County Superior Court Cause #20-2-15374-5 SEA (hereinafter referred to as "the Aradon matter"). The lawsuit arises out of a series of incidents, legal actions, and records requests that began on February 28, 2013.

The Snohomish County Prosecuting Attorney's Office has determined there may be an actual or perceived conflict of interest in representing Susan Walker. As a result, it has become necessary to hire counsel to provide representation of the County and the above-named County employees.

On August 20, 2020, the County entered into a Contract for Legal Services with Attorney Allison Croft @ Freimund Tardif, PLLC to defend former Snohomish County employee Susan Walker in the Aradon matter.

At this time, the parties wish to retain Chia-yu Chiang @ Freimund Tardif, PLLC to act as co-counsel with Allison Croft in representing Susan Walker



## **II. SCOPE OF WORK AND DUTY OF THE ATTORNEY**

The Attorneys shall act as independent counsel for and represent Susan Walker in the Aradon matter.

The Attorneys shall advise the Snohomish County Prosecutor and the Snohomish County Executive's Office and/or Snohomish County Risk Manager Sheila Barker in the event Susan Walker fails or refuses to cooperate with representation by Attorney and/or hire an attorney at her own expense to represent her in this lawsuit.

## **III. FEES AND EXPENSES**

The County shall pay Attorneys for services provided relating to the above described services at Attorneys' standard billing rates for such services, provided such rate does not exceed:

\$235.00 per hour for work performed by Attorney Allison Croft; and

\$205.00 per hour for work performed by Attorney Chia-yu Chiang

plus reasonable expenses. The Attorneys may delegate services to other counsel in the firm or legal assistants employed by Attorneys to assist them in providing legal services under this agreement in a cost effective manner, provided that other counsel and legal assistants shall work at the specific direction and subject to the approval of Attorney. The aggregate fee for Attorneys' services shall not exceed **\$50,000.00** without the prior written consent of the County. The term "reasonable expenses" shall include filing fees, witness fees, travel expenses, copying, long distance telephone calls, preparation of transcripts, expenses of depositions, and other incidental expenses at cost to the Attorneys, but does not include ordinary overhead such as office, secretary, or paralegal expenses, stationary costs, and other expenses not directly incident to a specific request for services.

**IV. PAYMENT**

All fees and expenses shall be billed monthly. Billings shall be directed to Snohomish County Risk Manager Sheila Barker, and reference the claim by name and by the Snohomish County Prosecuting Attorney's file number C20-064 (R13-001656).

**V. DURATION OF CONTRACT**

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**VI. NON-DISCRIMINATION**

The Attorneys shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Attorneys of the Attorneys' compliance with the requirements of Chapter 2.460 SCC. If the Attorneys are found to have violated this provision or furnished false or misleading information in an investigation or proceeding conducted pursuant to 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 Attorneys' obligations under other federal, state, or local laws against discrimination.

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except to the extent necessary to safeguard the interest of the County as authorized by Snohomish County Risk Manager Sheila Barker.

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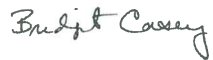
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IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as follows:


**SNOHOMISH COUNTY**

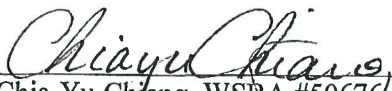
  
Adam Cornell, WSBA # 32206  
Snohomish County Prosecuting Attorney  
Date: 3/18/2021

Approved as to Form:

  
Bridget E. Casey, WSBA # 30459  
Deputy Prosecuting Attorney  
Date: March 15, 2021

**FREIMUND TARDIF, PLLC**

  
Allison Croft, WSBA #30486  
Date: March 15, 2021

  
Chia-Yu Chiang, WSBA #50676  
Date: MARCH 15, 2021