

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 22-120

APPROVING 1<sup>st</sup> AMENDMENT TO 2020 CONTRACT FOR LEGAL SERVICES

WHEREAS, between February 2013 and 2015, Nylysha Aradon and Corey Allen Hayes were involved in a dependency action with their minor children which resulted in termination of their parental rights, which was overturned by the Court of Appeals based on claimed negligence and due process violations by Snohomish County and Snohomish County Superior Court VGAL employees and volunteers; and

WHEREAS, Nylysha Aradon and Corey Allen Hayes filed a lawsuit on October 28, 2020, in King County Superior Court against, among others, Snohomish County; and individually named County employees, which was removed to the Western District of Washington federal court; and

WHEREAS, the Rules of Professional Conduct preclude the Civil Division from representing Snohomish County, former employees of Snohomish County, and former employees of Snohomish County and volunteers acting on behalf of Snohomish County, and which require outside counsel to provide representation in the civil lawsuit; and

WHEREAS, the Snohomish County Prosecuting Attorney, consistent with his authority under state law, county charter and county code, procured a Contract for Legal Services with Kristopher J. Bundy at Kulshan Law Group (nka Bundy Law Group) for the purpose representing a former Snohomish County volunteer guardian ad litem; and


WHEREAS, the initial Contract for Legal Services with Kristofer J. Bundy at Kulshan Law Group (nka Bundy Law Group), executed on August 7, 2020, was not to exceed \$50,000; and

WHEREAS, litigation is in the mid-way stages of various motions and will likely continue for the unforeseeable near future;

NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the County Executive to sign the attached 1<sup>st</sup> Amendment to the 2020 Contract for Legal Services with Kristofer J. Bundy at Bundy Law Group in an amount not to exceed \$100,000.00.

DATED this 30<sup>th</sup> day of March, 2022.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
\_\_\_\_\_  
Council Chair

ATTEST:



\_\_\_\_\_  
Asst. Clerk of the Council

**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”), and KRISTOFER J. BUNDY, of the law firm of Bundy Law Group (hereinafter referred to as “Attorney”), in consideration of the mutual promises contained herein agree as set forth below. This first amended agreement is entered into between the County and the Attorney for the express and limited purpose of amending Section III (pg. 2) and Section XII, ¶ 5 (pg. 6) of the original Contract for Legal Services, originally entered into between the parties on August 7, 2020:

**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, which including a proposed Complaint Ms. Aradon’s attorney indicated their intent to file in the United States District Court-Western District of Washington in Seattle in the near future (hereinafter referred to as “the Aradon matter”). The claim and subsequent probable litigation arise 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 Kirsten Haugen. 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 Kirsten Haugen 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 Kirsten Haugen 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 \$285 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 **\$100,000.00** 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 Kirsten Haugen upon the following conditions:

1. Kirsten Haugen fails or refuses to cooperate with representation by Attorney; or
2. Kirsten Haugen 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 his 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 he 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 his 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 his 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 One Hundred Thousand Dollars (\$100,000.00) 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**

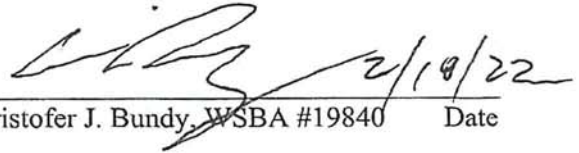
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the State of Washington



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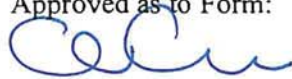
Dave Somers Date  
Snohomish County Executive

**BUNDY LAW GROUP**



Kristofer J. Bundy, WSBA #19840 Date

Approved as to Form:

 2/22/2022

Adam Cornell, WSBA #32206 Date  
Snohomish County Prosecutor



2/18/22

Bridget E. Casey, WSBA # 30459 Date  
Deputy Prosecuting Attorney

<b>COUNCIL USE ONLY</b>	
Approved	<u>3/30/2022</u>
ECAF #	<u>2022-0270</u>
MOT/ORD	<u>Motion 22-120</u>