

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 22-523

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO EXECUTE THE AGREEMENT FOR LEGAL SERVICES FOR REPRESENTATION OF JUVENILES IN CHILD DEPENDENCY PROCEEDINGS TO CONTRACT WITH KARI PETRASEK, ATTORNEY AT LAW, FOR THE PERIOD FROM JANUARY 1, 2023 TO DECEMBER 31, 2023

WHEREAS, the Snohomish County Council and County Executive recognize the need to provide mandated legal services to children involved in child dependency proceedings; and

WHEREAS, through this negotiated contract with the Kari Petrasek, the County will continue to provide mandated legal services for juveniles in child dependency proceedings; and

WHEREAS, the Kari Petrasek has the experience, expertise and capacity to provide the contracted legal services for juveniles in child dependency proceedings needed in Snohomish County courts;

NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the County Executive to sign the attached contract and any amendments thereto with the Kari Petrasek to provide legal services to children in child dependency proceedings according to the terms therein from January 1, 2023, through December 31, 2023.

PASSED this 14th day of December, 2022

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Asst. Clerk of the Council

ATTORNEY/CONTRACTOR: Kari Petrasek

COUNTY AGENCY: Snohomish County
Office of Public Defense

AMOUNT: Not to exceed \$75,000

DURATION: January 1, 2023, through
December 31, 2023.
Extension period of two
(2) additional one (1)
year terms.

CONTACT PERSON: Jason Schwarz,
Attorney Administrator
Office of Public Defense

**CONTRACT FOR LEGAL DEFENSE SERVICES -
Juvenile Dependency and Termination**

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (herein referred to as “the County”), and CONTRACTOR, Kari Petrasek a licensed Washington attorney practicing in Snohomish County (herein referred to as “the Contractor” and/or “Conflict Attorney”). In consideration of the terms and conditions set forth herein, the parties agree as follows:

1. Definitions:

"Administrator" means the Snohomish County Attorney Administrator in the Office of Public Defense or designee.

2. Scope of Services to be Performed. The purpose of this Agreement and scope of services are as defined in Schedule A attached hereto entitled, "Legal Defense Services" and by this reference made a part of this Agreement

3. Duration of Contract Services. The Contractor shall provide services under this Agreement between January 1, 2023, and December 31, 2023. Unless terminated as provided herein, the term of this Contract may be extended or renewed for up to two (2) additional one (1) year terms, at the sole discretion of the Administrator and/or the County by written notice from the County to the Contractor.
4. Compensation: The County will pay the Contractor for services provided hereunder as set forth in Schedule B attached hereto and by this reference made part of the Contract.
5. Independent Contractor. The Contractor agrees that the Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specification set out in this Agreement. The County shall only have the right to ensure performance.
6. Representation and Warranty. The Contractor represents and warrants that s/he is a member in good standing of the Washington State Bar Association, and that no disciplinary proceedings are pending against her/him. The Contractor shall maintain good standing with the Washington State Bar Association throughout the duration of this Agreement. The Contractor will abide by the Rules of Professional Conduct.
7. Access to Books/Records. The County may, at reasonable times, inspect the books and records of the Contractor relating to performance of this Agreement. Nothing in this paragraph shall be construed as constituting a waiver of the attorney-client and/or work product privilege. The Contractor shall keep all records required by this Agreement for five (5) years after termination of this Agreement for audit purposes.
8. Hold Harmless and Indemnity. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this agreement, or those of Contractor's employees, agents, or subcontractors. PROVIDED HOWEVER, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the Contractor's indemnity obligations hereunder shall apply only to the percentage of fault attributable to the Contractor, its employees, agents, or subcontractors.

With respect to the Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed

against the County, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employees caused by or arising out of the Contractor's acts, errors or omissions in the performance of this agreement. This waiver is mutually negotiated by the parties.

The Contractor's obligation hereunder shall include, but is not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

9. Insurance Requirements. The Contractor shall procure by the time of execution of this Contract, and maintain for the duration of this Contract, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Professional Liability, Errors and Omissions coverage, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Contract.

By requiring the minimum insurance coverage set forth in this Section 9, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) Professional Liability: \$1,000,000.

(ii) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional

Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

(iii) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

(iv) If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

d. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

10. Compliance with Laws.

- a. The Contractor shall comply with all applicable federal, state and local laws in performing this Agreement, including, but not limited to laws against discrimination.
- b. The Contractor shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor 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 Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

11. Termination

- a. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with paragraph 4.
- b. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party for any reasons other than stated in subparagraph "a" above, in

which case the County shall pay the Contractor for all services performed by the Contractor pursuant to this Agreement prior to the date of termination in accordance with paragraph 4.

- c. Prior to termination, the Contractor shall resolve all assigned cases unless otherwise provided as follows:
 - i. Upon notice of termination, the Contractor shall promptly, but in no event later than three (3) business days after notice of termination, identify to the Administrator all pending cases. The Administrator shall re-assign all cases that remain unresolved at the time of termination except for those cases in which special circumstances exist, such as imminent trial schedule, lengthy or complex course of litigation, special client circumstances, or other client or case-based interests that may require continued representation by the Contractor.
 - ii. For those cases that the Contractor retains due to the existence of special circumstances, the terms of the contract will remain in force and effect until final resolution of said retained cases. The Administrator will not assign any new cases to the Contractor during the period the Contractor is resolving retained cases under this provision.
- d. Termination shall not affect the rights of the County under any other paragraph herein.

12. Non Assignment. The Contractor shall not subcontract, assign or delegate any of the rights, duties or obligations, covered by this Agreement without the prior express written consent of the County, which consent may be reasonably withdrawn.

13. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

14. Conflicts Between Attachments and Text. Should any conflicts exist between any attached schedule and the text of this Agreement, the text of this Agreement shall prevail.
15. Governing Law and Stipulation of Venue. The laws of the State of Washington shall govern this Agreement and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.
16. Severability. Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
17. Entire Agreement. This Agreement is the complete expression of the terms and conditions hereunder. Any oral or written representations or understandings not incorporated herein are specifically excluded.

Snohomish County

CONTRACTOR, Kari Petrusek

County Executive

Date

Kari Petrusek

CONTRACTOR

11/18/22

Date

Approved as to Form Only:

"/s/ George B. Marsh 11-17-2022
Deputy Prosecuting Attorney Date

Baer, Diane Digitally signed by Baer, Diane
Date: 2022.11.18 10:00:39
-08'00'

Risk Management

Date

**SCHEDULE A
LEGAL DEFENSE SERVICES**

The Contractor shall, in accordance with the requirements of this Agreement, provide attorney services as follows:

1. Duties and Responsibilities of Counsel: The Contractor will provide legal defense services for juveniles on assigned cases as follows:
 - a. Dependency. A dependency case is defined as a petition that has a unique cause number filed under RCW 13.34.040. The case begins with the filing of the dependency petition. In the event of multiple dependency petitions with different cause numbers that are filed on the same date as to children with the same parent such that all the cause numbers are heard at the same hearing, such petitions will be considered one (1) case. The provision of legal defense services for each assigned case hereunder shall conclude when all matters are permanently resolved within the scope of the case.
 - b. Termination. A termination case is defined as a petition that has a unique cause number filed under RCW 13.34.180. The case begins with the filing of the termination petition. In the event of multiple termination petitions with different cause numbers that are filed on the same date as to children with the same parent such that all of the case numbers are heard at the same hearing, such petitions will be considered one (1) case. The provision of legal defense services for each assigned case hereunder shall conclude when all matters are permanently resolved within the scope of the case.
2. Support Staff and Administrative Costs. Contractor must provide all support, investigative and paralegal staff, supplies, routine support expenses and equipment necessary to perform the duties of this Agreement.
3. Qualifications of Attorney. Contractor shall be admitted to practice law in the State of Washington and shall meet Standard Fourteen (14), “Qualification of Attorneys”, of the Washington Supreme Court’s Standards for Indigent Defense Services (adopted June 15, 2011) and meet the training and experience requirements as stated therein, to handle dependency cases.
4. Contract Attorney Caseload Reporting Requirement. The Contractor shall submit monthly caseload reports to the Snohomish County Office of Public Defense detailing all services performed under this Agreement by the 10th of the month following the month for which the services were performed. The caseload reports shall include the child’s name, cause number, total hours worked per case for the month and total for the year.
5. Continuing Legal Education (CLE). The Contractor shall attend at least seven (7) hours of trainings approved by the Washington State Office of Public Defense; e.g. a CLE sponsored by the Washington Defender Association, Washington Association of Criminal Defense Lawyers, Washington State Office of Public Defense, and/or the

Office of Civil Legal Aid. The Attorney Administrator may request documentation of such attendance.

6. Attorney Certification. The Contractor must provide the Administrator with quarterly certification forms, pursuant to CrR 3.1, CrRLJ 3.1 and JuCR 9.2.
7. Public Records and Invoices: Attorney invoices and time records submitted to the County are matters of public record. Contractor shall exercise appropriate discretion when filing an invoice or time record with regard to maintaining client confidences.

SCHEDULE B
COMPENSATION

1. Compensation. The County shall pay the Contractor \$75,000 as follows:

- A. \$6250 on or before January 15, 2023;
- B. \$6250 on or before February 15, 2023;
- C. \$6250 on or before March 15, 2023;
- D. \$6250 on or before April 15, 2023;
- E. \$6250 on or before May 15, 2023;
- F. \$6250 on or before June 15, 2023;
- G. \$6250 on or before July 15, 2023;
- H. \$6250 on or before August 15, 2023;
- I. \$6250 on or before September 15, 2023;
- J. \$6250 on or before October 15, 2023;
- K. \$6250 on or before November 15, 2023;
- L. \$6250 on or before December 15, 2023

All payments are contingent upon County review and approval of Caseload Reports submitted under the terms of this Agreement.

- 2. Maximum amount. The total amount of this contract shall not exceed 75,000 Thousand Dollars and 00/100 Cents (\$75,000.00) excluding any prior-approved requests for excess fees.
- 3. Responsibility for Expert Witness Fees and Other Costs Associated with Representation: Expert witness fees and other costs associated with representation are paid from the resources as approved by the Office of Public Defense in Superior Court and Juvenile cases;
- 4. Excess Fees. The Administrator may allow additional compensation for excess fees where the Administrator determines that further compensation is reasonable and necessary under the circumstances of the case. Upon written documentation by the Contractor, the Administrator shall consider additional compensation based upon the complexity of the case and the amount of hours devoted to the case, taking into consideration any other pertinent circumstances such as the number of pre-trial motions filed and argued. Any additional compensation is at the sole discretion of the Administrator and must be expressly agreed to, in writing, signed by both the Contractor and Administrator.