

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

AMENDED MOTION NO. 22-372

APPROVING SECOND AMENDMENT TO 2021 CONTRACT FOR  
LEGAL SERVICES

WHEREAS, on March 21, 2017, Sheriff's deputies responded to a 911 call. An extended altercation between deputies and a 29-year-old suspect, Alexander W. Dold, ensued. It is our understanding that both impact weapons and a Taser were used during the altercation. Once a total of six law enforcement officers arrived, Mr. Dold was able to be controlled. Mr. Dold subsequently became unresponsive, deputies' efforts to revive him were unsuccessful, and he passed away. The incident was investigated by Snohomish County Multiple Agency Response Team (SMART); and

WHEREAS, on March 10, 2020, Plaintiffs' Jennifer Dold (sister and Personal Representative of Alexander Dold's Estate) and Kathy Duncan (Alexander Dold's mother) filed a lawsuit in United States District Court for the Western District of Washington, Case No. C20-383-RAJ; 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 where a conflict of interest may exist, 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 Theron A. "Ted" Buck of Frey Buck, P.S. for the purpose representing Snohomish County; and

WHEREAS, the initial Contract for Legal Services with Theron A. "Ted" Buck and Frey Buck, P.S. fully executed by all parties on February 12, 2021 was not to exceed \$50,000; and

WHEREAS, the First Amended Contract for Legal Services with Theron A. "Ted" Buck and Frey Buck, P.S. signed by all parties on February 11, 2022 was not to exceed \$100,000; and

WHEREAS, this First Amended Contract, however, it did not make it to Council for review and approval, and shortly after it was signed by all parties. There was a flurry of activity in *Dold, et al. v. Snohomish County, et al.* and legal fees surpassed the \$100,000 cap requested in the First Amended Complaint before it could be fully executed; and

WHEREAS, the Second Amended Contract for Legal Services with Theron A. "Ted" Buck and Frey Buck, P.S. executed on August 25, 2022 is not to exceed \$300,000; and

WHEREAS, litigation is still ongoing and will likely continue for the unforeseeable future;

NOW, THEREFORE, ON MOTION, the Snohomish County Council hereby authorizes and ratifies the First Amendment and further authorizes the County Executive to sign the attached Second Amendment to 2021 Contract for Legal Services with Theron A. "Ted" Buck and Frey Buck, P.S. in an amount not to exceed \$300,000.00.

PASSED this 28<sup>th</sup> day of September, 2022.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington



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

ATTEST:



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