

**3<sup>rd</sup> AMENDED CONTRACT FOR LEGAL SERVICES**  
**(TORT LITIGATION)**

SNOHOMISH COUNTY, through the office of the Prosecuting Attorney (hereinafter referred to as the “County”), SHANNON M. RAGONESI, RICHARD B. JOLLEY and SEAN M. DWYER of the law firm of Keating, Bucklin & McCormack (hereinafter referred to as the “Attorneys”), in consideration of the mutual promises contained herein agree as set forth below.

This 3<sup>rd</sup> amended agreement is entered into between the County and the Attorneys for the express and limited purpose of amending Section III of the original Contract for Legal Services, fully executed on April 7, 2020; Section III of the 1<sup>st</sup> Amended Contract for Legal Services as agreed to by the County and the Attorneys and approved by the Snohomish County Council on December 15, 2021; and Section III of the 2<sup>nd</sup> Amended Contract for Legal Services as agreed to by the County and Attorneys and approved by the Snohomish County Council on June 1, 2022:

**I. PURPOSE**

On April 7, 2020, Snohomish County entered into a contract with the Attorneys to defend former Snohomish County Sheriff’s Office Deputy Cody McCoy in the matter of *Jennifer Dold, Personal Representative of the Estate of Alexander Dold; and Kathy Duncan, mother of Alexander Dold v. Snohomish County, a political subdivision of the State of Washington; Bryson McGee; and Cody McCoy* (United States District Court No. 2:20-cv-00383-RAJ). On August 28, 2021, the Honorable Richard A. Jones granted the County’s Motion for Withdrawal and Substitution, allowing the withdraw and substitution of Mr. McGee’s representation from the County to the Attorneys.

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

The Attorneys shall act as independent counsel for and represent Deputy Bryson McGee and Deputy Cody McCoy in the matter of *Jennifer Dold, et al. v. Snohomish County, et al.*, United States District Court No. 2:20-cv-00383-RAJ.

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 Deputy McGee or Deputy McCoy fail or refuse to cooperate with representation by Attorneys and/or either deputy hires an attorney at his own expense to represent him 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 rate for such services, provided such rate does not exceed \$285 for shareholders, \$252 for senior associates and \$246 for junior associates per hour, 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 Attorneys. The aggregate fee for Attorneys' services shall not exceed **\$325,000.00** without the prior written consent of Snohomish 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.

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**IV. PAYMENT**

All fees and expenses shall be billed monthly. Billings shall be directed to Snohomish County Risk Manager Sheila Barker, and reference either the lawsuit by name or by the Snohomish County Prosecuting Attorney's file number C20-027.

**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 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.

**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 Attorneys 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 Deputy Cody McCoy and Deputy Bryson McGee upon the following conditions:

1. Deputy McGee or Deputy McCoy fail or refuse to cooperate with representation by Attorneys; or
2. Deputy McGee or Deputy McCoy hire an attorney at his expense to represent him in this lawsuit.

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

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

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

Attorneys shall not subcontract, assign, or delegate any of its 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. Attorneys represent and warrant 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. Attorneys further warrant that they carry and will maintain adequate professional liability insurance for work performed under this agreement during the term of this agreement. Attorneys shall disclose such insurance coverage to County upon request.

2. Attorneys shall protect, save harmless, indemnify, and defend, at their 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 Attorneys' negligence, intentional, tortious, or wrongful acts in the performance of this agreement, including claims by Attorneys' employees or third parties. This provision shall not include claims or judgments for professional negligence, which are addressed in paragraph 3 below.

3. Attorneys shall protect, save harmless, and indemnify, at their 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 Attorneys' professional negligence, which shall include, but is not limited to, any act covered by professional liability insurance maintained continuously by Attorneys for the duration of this contract. Claims based on legal malpractice will only be reimbursed after being reduced to judgment or settlement, but Attorneys agree 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 Attorneys' fees and other costs of litigation.

4. Attorneys' 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. Attorneys 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 Attorneys shall fax to Snohomish County Risk Management at (425) 388-3499.

5. All deductibles or self-insured retentions shall be the responsibility of the Attorneys. 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, a political  
subdivision of the State of Washington

\_\_\_\_\_  
Dave Somers Date  
Snohomish County Executive  
Ken Klein  
Executive Director

Approved as to Form:

  
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Jason J. Cummings, WSBA #26441 Date 3/3/23

  
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Geoffrey A. Enns, WSBA #40682 Date 3/2/23

KEATING, BUCKLIN & McCORMACK

  
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Shannon M. Ragonesi, WSBA #31951 Date 3/2/2023

  
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Richard B. Jolley, WSEA #23473 Date 3/2/2023

  
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Sean M. Dwyer, WSBA #57281 Date 3/2/2023

<p><b>COUNCIL USE ONLY</b></p> <p>Approved <u>3/22/2023</u></p> <p>ECAF # <u>2023-0241</u></p> <p>MOT/ORD <u>Motion 23-106</u></p>
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