



Signature Report

July 31, 2018

Ordinance 18776

Proposed No. 2018-0271.1

Sponsors Gossett

1 AN ORDINANCE authorizing the execution of an amendment  
2 to the interlocal agreement for public defense services between  
3 King County and the city of Seattle.

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 SECTION 1. Findings:

6 A. On May 20, 2013, the King County council enacted Ordinance 17588 creating  
7 a department of public defense within the executive branch.

8 B. Ordinance 17588 authorized the department to provide public defense services  
9 to the state of Washington, tribal governments and municipalities in King County on a  
10 full cost recovery basis and to negotiate appropriate contractual agreements, subject to  
11 council approval by ordinance when required by law.

12 C. Ordinance 18578 authorized the execution of an Interlocal Agreement for  
13 Public Defense Services between King County and the city of Seattle.

14 D. The First Amendment to the Interlocal Agreement for Public Defense Services  
15 Between The City of Seattle and King County, Attachment A to this ordinance, will  
16 enable department of public defense attorneys to represent Seattle Municipal Court  
17 clients in civil legal proceedings where doing so will mitigate the harm of criminal justice  
18 involvement for the client.

19 SECTION 2. The executive is hereby authorized to execute a first amendment to


20 the interlocal agreement for public defense services with the city of Seattle substantially  
21 in the form of Attachment A to this ordinance.  
22

Ordinance 18776 was introduced on 7/2/2018 and passed by the Metropolitan King County Council on 7/30/2018, by the following vote:


Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci  
No: 0  
Excused: 0



KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
J. Joseph McDermott, Chair

ATTEST:

  
Melani Pedroza, Clerk of the Council

RECEIVED  
2018 AUG - 6 AM 10: 01  
KING COUNTY COUNCIL

APPROVED this 2 day of AUGUST 2018.

  
Dow Constantine, County Executive

**Attachments:** A. First Amendment to the Interlocal Agreement

**ATTACHMENT A - 18776**

**First Amendment to the  
Interlocal Agreement for  
Public Defense Services  
Between The City of Seattle and King County**

This First Amendment to the Interlocal Agreement for Public Defense Services (First Amendment) is entered by and between The City of Seattle, a Washington municipal corporation (City) and King County, a Washington municipal corporation and legal subdivision of the State of Washington (County). The City and County are each a “Party” and together the “Parties” to this Agreement. The Parties agree as follows.

**RECITALS**

This First Amendment is made with reference to the following facts:

- A. The County and the City are Parties to the Interlocal Agreement for Public Defense Services which became effective on January 1, 2018 (the Agreement).
- B. The Parties mutually desire to make an amendment to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

**1. Section 6: Scope of Work**

- A. The civil legal services scope of work found in Subsection 6.E.14 is amended as follows:

**14. Civil Legal Services: The County will**

- a) Provide comprehensive advocacy to CLIENTS to fully advise CLIENTS regarding civil collateral consequences related to criminal plea agreements, and to assist CLIENTS in mitigation and avoidance of such consequences. KC-DPD attorneys with experience in civil legal representation will work collaboratively with KC-DPD criminal defense attorneys and social workers to assess CLIENTS’ legal needs and to assist with plea negotiations. These attorneys will also be involved in community trainings, public education, and data collection and analysis.
- b) KC-DPD attorneys may also represent Clients in civil legal proceedings where doing so will mitigate the harm of criminal justice involvement for the Client under the following circumstances:
  - i. The Client is not represented by a Conflict Attorney Panel attorney;

ATTACHMENT A - 18776

ii. The Client is experiencing legal problems in one or more of the following areas:

- (a) evictions,
- (b) housing discrimination,
- (c) public benefits,
- (d) matters involving no contact or protection orders, and
- (e) issues involving licensing, records, and legal financial obligations.

c) Evictions and matters involving clients from communities most adversely impacted by racial inequity in the criminal justice system will be prioritized. In deciding which Clients to represent in civil legal proceedings, KC-DPD will also consider the Client’s ability to represent herself, the complexity of the civil case, and departmental resources required to complete the representation. The Public Defender must approve such representation and this approval process must be consistent across the KC-DPD divisions providing services under this agreement.

B. The duties and responsibilities of attorneys is amended in Subsection 6.F.2 as follows:

- 2. Use City funding to represent Clients in criminal matters in SMC and related infractions, writs, and RALJ appeals. KC-DPD attorneys shall not use City funding to represent Clients in any matter which is civil in nature other than infractions and writs arising out of, or relating to a Criminal Case and civil legal services ~~relating to plea agreements~~ as provided under Section 6.E.14.

**Continued Effect of Terms not amended; Agreement includes Amendments.**

All of the terms and conditions of the Agreement, shall continue in full force and effect as written except as expressly modified by this First Amendment. If there is any inconsistency or conflict between the terms of the Agreement as originally executed by the Parties, and the terms of this First Amendment, this First Amendment shall govern, but only to the extent necessary to resolve the inconsistency or conflict. From and after the Effective Date of this First Amendment, all references to the Agreement shall mean the Parties’ original Interlocal Agreement for Public Defense Services as amended by the First Amendment.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this First Amendment by having their representatives affix their signatures below.

**KING COUNTY**

**THE CITY OF SEATTLE**

By \_\_\_\_\_  
 Signature Date  
 Lorinda Meier Youngcourt  
 Director,  
 Department of Public Defense

By \_\_\_\_\_  
 Signature Date  
 Ben Noble  
 Director,  
 City Budget Office