

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 25-215

APPROVING CONTRACT AMENDMENT 1 WITH TAMARA GAFFNEY TO PROVIDE
LEGAL SERVICES FOR THE PERIOD FROM
JANUARY 24, 2025, THROUGH DECEMBER 31, 2026

WHEREAS, the Snohomish County Council and County Executive recognize the need to provide legally mandated indigent defense services in criminal and civil cases; and

WHEREAS, through this negotiated contract with Tamara Gaffney, the County will continue to provide mandated legal services for civil cases where the right to counsel attaches through statute or funding and criminal cases that are a conflict with the County's main public defense contractor; and

WHEREAS, Tamara Gaffney has the experience, expertise and capacity to provide the contracted legal defense services 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 Tamara Gaffney to provide legal services to indigent defendants according to the terms therein from January 24, 2025, through December 31, 2026.

PASSED this _____ day of _____, 2025.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Council Chair

ATTEST:

Deputy Clerk of the Council

**AMENDMENT NO. 1 –
AGREEMENT FOR LEGAL DEFENSE SERVICES
SNOHOMISH COUNTY**

THIS AMENDMENT No. 1 to that certain “Agreement for Legal Defense Services Snohomish County,” dated January 24th, 2025 (the “Agreement”) is entered into as of this ____ day of April, 2025, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the “County”), and Tamara Gaffney, a licensed Washington attorney practicing in Snohomish County (the “Contractor”).

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree that the Agreement shall be amended as follows:

1. Section 2 of the Agreement is hereby amended to read, in its entirety, as follows:

Scope of Services to be Performed. The purpose of this Agreement is to provide legal defense services pursuant to appointments of Contractor by the Snohomish County courts.

The 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.

In addition to the services identified in **Schedule A**, Contractor shall comply with the Snohomish County Office of Public Defense Conflict Panel Attorney Policy, available on the Office of Public Defense website or through OPD staff.

2. Section 4 of the Agreement is hereby amended to read, in its entirety, as follows:

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 Agreement. The total compensation under this Agreement shall not exceed \$400,000.00.

3. The first sentence of Schedule A, Legal Defense Services, shall be amended to read, in its entirety, as follows:

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

4. Schedule C is hereby removed from the Agreement.
5. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Amendment.

6. Except as expressly amended in this Amendment No. 1, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date set forth above.

“Contractor”

Tamara Gaffney, Gaffney Lacey Law Firm PLLC

Tamara Gaffney 4/16/2025

“County”

Snohomish County

Approved as to Form Only:

/s/ Sean Reay DPA 4/16/25