First Amendment to the
Agreement for Firm Services between the
City of Lake Forest Park and Stewart MacNichols Harmell, Inc. P.S.
Contract # AG-23-078

This First Amendment to the Firm Services Agreement entered into between the City of Lake Forest Park and Stewart MacNichols Harmell, Inc. P.S., AG-23-078 (the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 2.5 and 11 of the Agreement.

1. Section 2 of the Agreement is amended to read as follows:

   2. Compensation. Effective January 1, 2026, the City shall pay to the Public Defender for services rendered under this Agreement the lump sum of $11,250.00 per month ("Lump Sum"). The Lump Sum represents compensation for a) representation of persons appointed to Public Defender at arraignments, pretrials appearances, motions, bench trials, jury trials, sentencings, review hearings, and RALJ appeals to King County Superior Court; b) representation of unrepresented persons at arraignments and bail hearing calendars; c) availability to meet with and represent clients at all in-custody hearings; and d) providing the Lake Forest Park Police Department with multiple telephone numbers to provide 24-hour contact with an attorney for emergency legal counsel (i.e., persons requesting to speak to an attorney prior to answering questions or submitting to a breath test).

   The Lump Sum covers the cost of providing the services described in a) – d) above for the first 45 cases appointed each quarter (January – March, April – June, July – September, October – December). Additional appointed cases will be billed at $750.00 per case.

   The above compensation amounts represent the salary and benefits necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.4 below, along with all infrastructure, support, and systems necessary to comply with the Standards including by way of illustration and not limitation, training, research, secretarial and office facilities. As provided in Subsection 2.5 and its sub paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards and have an adequate reserve capacity for each attorney. The Public Defender additionally agrees and promises that he/she will devote his/her full effort to the performance of this Agreement and will undertake no private practice of law or other public contract that would conflict with or impede his/her ability to perform under this agreement or reduce the case count available to each Attorney.

2. Subsection 2.4.8 is amended to read as follows:

   2.4.8 Superior Court Appeals. Compensation of $1000.00 for any appeal to Superior Court where a brief is filed, including an Anders Brief.

3. Section 3 of the Agreement is amended to read as follows:

3. Term. The term of this Agreement shall be from January 1, 2026, through December 31, 2026, unless sooner terminated as provided herein. The Agreement may be extended for two (2) additional one (1) year terms at the mutual agreement of the parties.

All other terms and conditions remain as provided in the original Agreement.

DATED this 16th day of December 2025.

CITY OF LAKE FOREST PARK

By: Tom French
Tom French (Dec 17, 2025 12:06:55 PST)

Tom French

Title: Mayor

Dated: 12/17/2025

STEWART MACNICHOLS HARMELL, Inc. P.S.

By: Ken Harmell
Ken Harmell (Dec 17, 2025 09:21:36 PST)

Ken Harmell

Title: Partner

Dated: 12/17/2025

ATTEST/AUTHENTICATED:

Matt McLean

Matt McLean, City Clerk

APPROVED AS TO FORM:

Kim A. Pratt

Kim Adams Pratt, City Attorney