



SERVICE EMPLOYEES
INTERNATIONAL UNION
www.seiu925.org

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March 6, 2023

King County Council
516 Third Ave, Room 1200
Seattle, WA 98104

Honorable Members of the King County Council,

My name is Molly Gilbert and I am the Union President for King County Department of Public Defense attorneys and staff unionized under SEIU Local 925.

This letter is in regards to Agenda Item #6, Proposed Ordinance 2022-0439, which would allow the County Executive to immediately enter into an Interlocal Agreement with SCORE Correctional Facility. I strongly encourage the Council to pause this Ordinance to ensure that any contract safeguards the baseline work of KCDPD.

The King County Department of Public Defense provides constitutionally-mandated legal representation for any person, adult or juvenile, who has been charged with a crime and cannot afford an attorney. Our attorneys and staff are available 24hrs a day, 7 days a week, to meet with people incarcerated in King County's jails; to provide legal advice, gather evidence, and to both advocate and intercede on their behalf against the might of the government that has accused and incarcerated them. Our attorneys routinely visit the jails late into the night, on weekends, and are on-call for serious bookings such as homicides. Every time a person is booked into a King County Jail on suspicion of homicide, a KCDPD attorney immediately responds to the facility.

In November 2022, my union submitted a Demand to Bargain to the King County Office of Labor Relations (*Appendix A*), as we feared that the county would blindly enter into an agreement with SCORE that would deny us full access to our clients. In an additional letter (*Appendix B*), we outlined our bare minimum needs for Professional Visitation:

- a. Private Booths with paper pass-through access, where DPD employees can meet with their clients*
- b. Private Rooms for 'Face-to-Face' access; to include rooms large enough to fit five or six people*
- c. 24/7 Walk-in Access for meetings with clients*
- d. Reliable and safe Internet Access in all meeting rooms and booths; preferably, King County WIFI, which does not require a VPN in order to access our secure databases*
- e. In-person client access for not just Public Defense Attorneys, but also Mitigation Specialists, Defense Investigators, Defense Paralegals, and retained Defense Experts*
- f. Hoteling spaces with access to Printers and External Phones*



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The Executive Branch continues to maintain that they have no requirement to bargain with our union about these issues, nor do they have to ensure that KCDPD's needs are included in the Interlocal Agreement (*Appendix C*). Our attempts to convince them otherwise have thus far failed (*Appendix D*).

Despite our disagreement about mandatory subjects of bargaining, DAJD agreed to meet with our union to learn more about our request, and even took us on a tour of SCORE so we could discuss the details of KCDPD access to their facility.

We toured SCORE in February 2023 and discovered some very concerning issues with KCDPD access:

- SCORE will not provide our clients with transport to court hearings. King County's courts are built on in-person attendance, not virtual attendance as suggested by the Interlocal Agreement. There are a multitude of barriers to implementing a sudden change such as this, none of which have been discussed with KCDPD, our union, or the Courts themselves. Defense attorneys would have no way to speak confidentially with their client during a court hearing (especially if an interpreter is needed), there has been no plan put in place to ensure that rooms are available in the courthouses for video conferencing between court sessions, and many of our clients have difficulty understanding legal proceedings even when in person. Video attendance may suffice for local misdemeanor courts that have accommodated SCORE's setup, but King County's courts are not set up for this type of legal access.
- SCORE has only a single attorney booth with paper pass-through access for their entire facility; in contrast, the King County Correctional Facility has roughly three per floor. This means only one KCDPD employee can visit with a client at a time. This is a serious access issue that has not been addressed.
- SCORE has not, as of yet, entered KCDPD's phone numbers into its 'Do Not Record' registry. This means that attorney-client privileged communications may be recorded by SCORE, which is against the law. Despite repeated warnings to OLR and DAJD by our union about this issue, this Interlocal Agreement does not address this serious deficiency.
- SCORE will not honor DAJD's own security clearances of KCDPD employees, and stated that they would require their own background checks before allowing us access to our clients. Currently, KCDPD has over 100 non-attorney employees with elevated jail access. The Interlocal Agreement does not address this problem.
- SCORE will not allow KCDPD employees to bring county-issued laptops and cell phones into their facility without an 'inspection.' These devices contain highly confidential information, attorney-client privileged communications, and should not be accessed by any entity outside of KCIT itself. Prior to this policy, SCORE, in the past, blocked *all* outside devices and demanded that defense attorneys use a



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SCORE-issued laptop. This creates a bevy of security issues, given the confidential nature of our work. The Interlocal Agreement does not address this issue.

- A test of SCORE's WiFi showed spotty coverage and slow speeds of under 10Mbps, which would inhibit the viewing of evidence stored on the County's off-site servers. KCDPD employees routinely sit with our clients to review video evidence, and would be unable to stream those files during visits to SCORE. The Interlocal Agreement does not set a standard for internet access for county employees using SCORE facilities.

None of these issues are insurmountable; yet none of them have been addressed in the Interlocal Agreement, as it is currently proposed to the Council. No other formal agreements have been made with our union, or affirmations that we will be able to continue our constitutionally-mandated work without severe interference. As it is, adding a third jail will create significant hurdles for KCDPD employees, as SCORE is nowhere near our primary courthouses in Kent and Seattle. We hope to address many of those later issues through impact bargaining, but there is still a chance for the SCORE Interlocal Agreement to ameliorate some of our concerns.

Despite what is noted in the Staff Report for Agenda Item #6, there *will* be a Labor Impact if this agreement moves forward as written, with nothing that addresses Professional Visitation and client access by SEIU 925-represented employees of the King County Department of Public Defense.

It is concerning that none of the Executive's proposal to the Council includes any mention of, or concern for, the county employees who work in KCDPD. We are not simply 'stakeholders' or 'criminal justice partners' when jail access is discussed.

I acknowledge the work that DAJD has done to try and improve conditions in our jails. My union's work alongside the King County Corrections Guild to raise awareness of these conditions has been impactful, and our intent has always been to ensure the humane treatment of people that our county has taken responsibility to care for. If housing a portion of our clients at SCORE eases the conditions at DAJD, then I am in full support. Before this Interlocal Agreement moves forward, however, I ask that the Council ensures that the Professional Visitation needs of the King County Department of Public Defense are included.

A handwritten signature in black ink, appearing to read "Molly Gilbert", written over a horizontal line.

Molly Gilbert

King County Public Defense Investigator
Union President of the KCDPD Chapter of SEIU 925

Appendix A

SEIU 925 Demand to Bargain SCORE Contract



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November 21, 2022

Megan Pedersen, Director
Office of Labor Relations
King County Chinook Building
401 5th Avenue, Suite 850
Seattle, WA 98104-2372

Dear Megan Pedersen and Andre Chevalier,

SEIU 925 hereby demands to bargain fully concerning all bargainable matters relating to King County contracts with offsite 'regional jails'.

Until SEIU 925 has an opportunity to engage in meaningful bargaining regarding these contracts, we must insist that the County maintain status quo and refrain from transferring, housing, or allowing the booking of incarcerated persons at any jails outside of the three primary DAJD facilities, until the County has exhausted its obligation to bargain in good faith to agreement or impasse.

Our union appreciates the recent challenges that DAJD has faced due to low staffing, and want to ensure that any persons incarcerated under the County's care are treated humanely and safely, while preserving their constitutionally-mandated access to counsel and the courts. These broad goals must be balanced with the unique needs of our bargaining unit members in DPD.

We hope that the County will be thoughtful and creative in negotiating alternative pathways to achieving the shared goals of a safe jail system where access to counsel is a priority.

Please contact Rion Peoples at your convenience to begin a discussion and arrange mutually agreeable negotiation dates.

Rion Peoples

Rion Peoples (Nov 22, 2022 11:53 PST)

Rion Peoples, Internal Organizer
Service Employees International Union
Local 925

A handwritten signature in black ink, appearing to read "Molly Gilbert".

Molly Gilbert, Bargaining Unit President
Department of Public Defense

Appendix B

SEIU 925's Asks
re SCORE Contract

Re: General Outline of Demand to Bargain; First Bargaining Meeting, SCORE Contract, Dec 13, 2022

The DPD/SEIU 925 Bargaining Unit wishes to bargain two primary subjects:

1. If King County pursues a contract to book and/or house defendants/suspects at SCORE, we demand to bargain the inclusion of our unit's needs, as it relates to such a contract. For example (not an exhaustive list):
 - a. Private Booths with paper pass-through access, where DPD employees can meet with their clients
 - b. Private Rooms for 'Face-to-Face' access; to include rooms large enough to fit five or six people
 - c. 24/7 Walk-in Access for meetings with clients
 - d. Reliable and safe Internet Access in all meeting rooms and booths; preferably, King County WIFI, which does not require a VPN in order to access our secure databases
 - e. In-person client access for not just Public Defense Attorneys, but also Mitigation Specialists, Defense Investigators, Defense Paralegals, and retained Defense Experts
 - f. Hoteling spaces with access to Printers and External Phones
2. If King County finalizes a contract to book and/or house defendants/suspects at SCORE, we demand to bargain the effects such a contract would have on our bargaining unit. For example (not an exhaustive list):
 - a. Attorneys must visit clients who are already housed in both the RJC and downtown KCCF, and the shifts in population and movement of clients have resulted in massive delays and unsustainable work hours.
 - i. While a slimmer DAJD population due to SCORE housing may lower attorney wait times, there would be an overall increase in wasted work hours due to commute times to SCORE from both Kent and Seattle. This issue is compounded by the fact that Seattle attorneys are expected to take transit to work instead of their personally-owned-vehicles.
 - ii. These slowdowns will have a deleterious effect on public defense representation, which in turn impacts court proceedings and time-to-trial rates.
 - iii. While video meetings and phone calls are fine for brief verbal interactions, many client meetings *must* be in person
 - b. Mitigation Specialists must meet with clients to evaluate their behavioral health, gather critical information for social history reports, plan out access to treatment, and to create release plans so our clients can re-enter the community.
 - i. Interruptions to medical treatment due to transports from KCCF/RJC to SCORE greatly impact a Mitigation Specialist's work.
 - A. A client who is stabilized on medication at KCCF, and then misses doses due to switching jail providers, may lose access to treatment that Mitigation Specialists have fought for on their behalf.
 - B. Many treatment providers will only accept clients from certain jails
 - C. Many evaluators will only interview clients housed in certain jails
 - ii. SCORE's medical facilities and healthcare system will likely create discrepancies in diagnoses and treatment recommendations, adding chaos to a Mitigation Specialist's workload and delaying client support
 - c. It is difficult to quantify the effect a SCORE contract would have on our unit's working conditions until we know more about:
 - i. Whether our clients will be transported to court per usual,
 - ii. whether speedy assignments of attorneys post-booking will continue,
 - iii. whether the physical location of a client can be accurately identified via JILS
 - iv. if client appearances at arraignment/first appearance/investigation calendar hearings will be organized and timely
 - v. if bail bonds will process quickly and be filed in the appropriate places,
 - vi. if client property is accessible and secure,
 - vii. if SCORE will accept and store trial clothes,
 - viii. and whether 'credit for time served' is calculated appropriately, regardless of which jails housed a client.
 - d. These potential problems (and other additional problems to be determined) would be a step backwards from status quo, would have impacts on our membership's working conditions, and would therefore be the subject of bargaining.

Appendix C

OLR and DAJD's Response to SEIU 925's Asks

From: [Chevalier, Andre](#)
To: [Gilbert, Molly](#); [Joy, Diana](#)
Cc: [Sullivan, Claire](#); [Aull, Elbert](#); [Dominique, Nicholas](#); [Lacey, Meghan](#); [Ed Washington](#); [James, Robert](#); [Hill, Gordon](#); ["Rion Peoples"](#); [Khandelwal, Anita](#)
Subject: RE: HOLD - SEIU Demand to Bargain - SCORE partnership/Des Moines facility
Date: Monday, January 9, 2023 8:21:24 PM

Hello,

Below is a County response to Dec 13, 2022 document SEIU provided as mentioned.

I do want to also provide an update that implementation of the SCORE partnership will be pushed back until late Q1 of 2023 (April or so) & we'll have more opportunity to discuss details and specifics.

[KC RESPONSE BLUE FONT](#)

The DPD/SEIU 925 Bargaining Unit wishes to bargain two primary subjects:

1. If King County pursues a contract to book and/or house defendants/suspects at SCORE, we demand to bargain the inclusion of our unit's needs, as it relates to such a contract. For example (not an exhaustive list):

DAJD and SCORE are willing to work with DPD attorneys to coordinate access needs, but DAJD disagrees that it is necessary to add requested procedural details to the actual contract with SCORE. County does not agree that SEIU bargaining requests represent topics that require additional decisional bargaining outside CBA terms or mgt prerogative. County considers this an impact bargaining process with DPD SEIU unit arising from the proposed pilot partnership between DAJD and SCORE to book/house a number of detainees (approx. 50).

a. Private Booths with paper pass-through access, where DPD employees can meet with their clients.

SCORE has five attorney access booths: one booth with slot for paper pass through, four booths without slots. For the four without, SCORE staff can take paperwork back and forth if needed or meet in other places throughout facility (e.g. programming spaces, classrooms, day rooms, etc.)

From SCORE, we have heard that the booths are currently never all filled with attorneys, as most other attorneys visiting SCORE detainees primarily use video conference now.

b. Private Rooms for 'Face-to-Face' access; to include rooms large enough to fit five or six people.

Yes, roughly 8 rooms of at least 5-6, & can accommodate rooms up to 25.

c. 24/7 Walk-in Access for meetings with clients. Yes for attorneys w/bar card.

d. Reliable and safe Internet Access in all meeting rooms and booths; preferably, King County WIFI, which does not require a VPN in order to access our secure databases.

Yes, reliable access, but will need to VPN to get into KC systems.

e. In-person client access for not just Public Defense Attorneys, but also Mitigation

Specialists, Defense Investigators, Defense Paralegals, and retained Defense Experts.

If these individuals are accompanying a defense attorney, they can have the same 24/7 walk-in access. If not, it would need to be arranged in advance. We can explore whether similar access protocols that are used for KCCF could also work with SCORE.

f. Hoteling spaces with access to Printers and External Phones.

Attorneys can use any of the booths or rooms noted above, and SCORE is willing to work with attorneys to offer empty cubicles, training rooms, and even vacant offices.

2. If King County finalizes a contract to book and/or house defendants/suspects at SCORE, we demand to bargain

release plans so our clients can re-enter the community. County effects bargaining obligation scope is on effects to County employee working conditions, not detainees.

i. Interruptions to medical treatment due to transports from KCCF/RJC to SCORE greatly impact a Mitigation Specialist's work. This seems like an outcome that may occur, but unclear what the bargaining ask is?

A. A client who is stabilized on medication at KCCF, and then misses doses due to switching jail providers, may lose access to treatment that Mitigation Specialists have fought for on their behalf. This seems like an outcome that may impact detainees, but unclear what the bargaining ask is?

B. Many treatment providers will only accept clients from certain jails. This seems like an outcome that may impact detainees, but unclear what the bargaining ask is

C. Many evaluators will only interview clients housed in certain jails. This seems like an outcome that may impact detainees, but unclear what the bargaining ask is

ii. SCORE's medical facilities and healthcare system will likely create discrepancies in diagnoses and treatment recommendations, adding chaos to a Mitigation Specialist's workload and delaying client support. This seems like an outcome that may impact detainees, but unclear what the bargaining ask is?

c. It is difficult to quantify the effect a SCORE contract would have on our unit's working conditions until we know more about:

i. Whether our clients will be transported to court per usual, *Anyone housed at SCORE would be transported back for court*

ii. whether speedy assignments of attorneys post-booking will continue, *Yes, that is the intent. Still reviewing current process*

iii. whether the physical location of a client can be accurately identified via JILS *Intent is that there will be a new location in JMS showing SCORE as a possible location, and that will feed to other integrated systems*

iv. if client appearances at arraignment/first appearance/investigation calendar hearings will be organized and timely *Yes*

v. if bail bonds will process quickly and be filed in the appropriate places, *Yes, that is the intent. Still reviewing current process*

vi. if client property is accessible and secure, *Client property will transport with the client to DAJD facilities, and will stay there even if the client is housed at SCORE. All clients will be released from DAJD facilities.*

vii. if SCORE will accept and store trial clothes, *Could be arranged, but unnecessary as there will be no court appearances from SCORE. Current County processes for this should remain in place.*

viii. and whether 'credit for time served' is calculated appropriately, regardless of which jails housed a client. *Yes*

Regards,
Andre

Andre Chevalier

Senior Labor Negotiator
Office of Labor Relations
King County Executive Office

Please consider your environmental responsibility. Before printing this email message, ask yourself whether you really need a hard copy.

Appendix D

SEIU 925's Further
Explanation as to Why the
Asks are Important

Andre Chevalier and Diana Joy,

I'm hoping that a direct explanation of *why* our union believes we have a right to bargain prior to the SCORE contract finalization will be useful.

The attorneys and non-attorneys of KCDPD are governed by strict ethical codes, best practice guidelines, and standards of professional conduct. The defense of indigent clients is a field of law that has been carefully and rigorously outlined by governing bodies to ensure that legal representation meets the 6th Amendment's mandate. DPD was built upon those foundational principles—the King County Charter at 350.20.60 explicitly states:

The duties of the department of public defense shall include providing legal counsel and representation to indigent individuals in legal proceedings, including those in the superior and district courts for King County and in appeals from those courts, to the extent required under the sixth amendment to the United States Constitution or Article I, Section 22, of the Constitution of the State of Washington. The department of public defense shall also foster and promote system improvements, efficiencies, access to justice and equity in the criminal justice system. Additional duties may be prescribed by ordinance. Elected officials shall not interfere with the exercise of these duties by the department; however, the enactment of appropriation ordinances does not constitute interference. The department shall not have its duties, as established in this section, decreased by the county council or the county executive. (Ord. 17614 § 1 (part), 2013).

The ethical obligations of our SEIU 925 bargaining unit create unique needs, which we believe rise to mandatory subjects of bargaining. The implementation of a new county jail (SCORE) that books and houses our clients runs great risk of interfering with these ethical obligations, and of upsetting and forcing us into sub-standard client representation, running afoul of our charter and the county's expectations of us as county employees.

One example of profound impact on our work comes with this change's effect on attorney on-call duty. DPD provides on-call, in-person attorney consultation for homicide suspects. When a homicide suspect is booked into a county jail, a DPD attorney is immediately dispatched to meet with them and provide advice. These calls can come at any hour, day or night. This visit may be followed quickly by visits from a mitigation specialist to gauge the defendant's psychological state or a defense investigator to take photos. DPD attorneys must drive to our county jails to provide emergency representation for serious crimes, regardless of the time.

DAJD expects and allows these visits in the middle of the night, and has developed protocols for alerting the on-call service of the need for such visits. Attorneys know how to navigate KCCF outside of regular business hours, and DAJD maintains a rolodex of DPD employees with security clearance to do so. Visiting homicide suspects at any time has been a longstanding practice in King County, and it appropriately conforms with the American Bar Association's Standard on the Defense Function, 5-6.1, which states:

Counsel should be provided to the accused as soon as feasible and, in any event, after custody begins, at appearance before a committing magistrate, or when formal charges are filed, whichever occurs earliest.

SCORE Jail has never, to our knowledge, allowed attorneys to visit defendants in-person without advanced scheduling and does not have the infrastructure to support these on-call duties.

Representation of our clients booked at SCORE jail requires more than just 24/7 walk-in access. It also requires reliable internet (for reviewing legal discovery with clients), private 'Face to Face' meeting rooms (for defense team meetings and forensic evaluations), hoteling spaces with printers and external phones (for printing last-minute court documents that require a client's signature), and for DPD non-attorney staff to have unfettered and confidential access as well. Defense experts such as psychiatrists and neurologists will need access to clients, as well as court evaluators and interpreters. Some of these meetings require our clients to participate in tests, so the experts need to have "hands free" visitation in a face to face setting.

These are not frivolous requests, nor an attempt to block a contract with SCORE. These are also not 'working condition' issues. These are baseline requirements for our bargaining unit so we can meet DPD's own policies regarding client representation, and to ensure that best practice guidelines are followed in King County.

SCORE must maintain DAJD's current practices for client access. As far as our union is aware, SCORE requires advanced scheduling for in-person visits. SCORE will only place DPD's single front desk phone number on the 'do not record list' for confidential phone calls, not the individual desk line of every DPD employee. SCORE's wifi is unreliable and slow, and will require the use of cumbersome VPN connections in order to access our work databases.

For these reasons, implementing a contract with SCORE to book and house DPD clients *without* ensuring that our bargaining unit's needs are addressed will force our members to violate their profession's best practices and ethical mandates. These problems cannot be appropriately redressed later in 'effects bargaining.'

--Molly Gilbert
Investigator & President of DPD/SEIU 925