

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**



Whatcom County Contract No.  
**202211035**

Originating Department:	Public Defender's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	
Contract or Grant Administrator:	Julie Wiles
Contractor's / Agency Name:	WA State Office of Public Defense
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval?    Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____	
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?    Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>ICA23037</u> CFDA#: _____	
Is this contract grant funded?    Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?    Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____    Cost Center: _____	
Is this agreement excluded from E-Verify?    No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency	
<input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>200,639.00</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b>
This Amendment Amount: \$ _____	1. Exercising an option contained in a contract previously approved by the council.
Total Amended Amount: \$ _____	2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
Summary of Scope:	3. Bid or award is for supplies.
	4. Equipment is included in Exhibit "B" of the Budget Ordinance.
	5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Chapter 10.101 RCW County distributions are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.	
Term of Contract: January 1, 2023 through December 31, 2023    Expiration Date: December 31, 2023	


Contract Routing:	1. Prepared by: <u>Julie Wiles</u>	Date: <u>01/03/22</u>
	2. Attorney signoff: <u>Karen Frakes (by Julie Wiles)</u>	Date: <u>11/22/22</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>11/21/22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____ ✓	Date: <u>11-22-22</u>
	7. Council approved (if necessary): _____ ✓ <u>AB2022-702</u>	Date: <u>12.6.22</u>
	8. Executive signed: _____ ✓	Date: <u>2.7.22</u>
	9. Original to Council: _____ ✓	Date: <u>1-6-23</u>

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

<b>1. Recipient –RCW 10.101.070 Funds</b> Whatcom County 215 N Commercial St Bellingham, WA 98225	<b>2. Recipient Representative</b> Julie Wiles Office Administrator Whatcom County Public Defender 215 N Commercial St Bellingham, WA 98225
<b>3. Office of Public Defense (OPD)</b> 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	<b>4. OPD Representative</b> Leanne Stogsdill Managing Attorney WA State Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
<b>5. Distribution Amount</b> \$200,639.00	<b>6. Use Period</b> January 1, 2023 through December 31, 2023
<b>7. Purpose</b> Chapter 10.101 RCW county distributions are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.	
The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2023 and end December 31, 2023. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.	
<b>FOR THE RECIPIENT</b>  <hr/> Satpal Singh Sidhu Name, Title <b>County Executive</b>  12/7/22 <hr/> Date	<b>FOR OPD</b>  <hr/> Larry Jefferson, Director  12/19/22 <hr/> Date

Approved as to form:

  
Karen Frakes, Prosecuting Attorney's Office

11/22/22  
Date

**SPECIAL TERMS AND CONDITIONS**

**1. AGREEMENT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
- b. The Representative for the Recipient and their contact information are identified on the Face Sheet of this Agreement.

**2. DISTRIBUTION AMOUNT**

The Distribution Amount is two hundred thousand six hundred thirty-nine dollars and 00/100 Dollars (\$200,639.00) to be used for the purpose(s) described in the USE OF FUNDS below.

**3. PROHIBITED USE OF FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)**

- a. Funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of RCW 10.101.070 funds.
- b. Funds cannot be spent on purely administrative functions or billing costs.
- c. Funds cannot be used for indigency screening costs.
- d. Funds cannot be used for technology systems or administrative equipment intended for county administrative staff, court staff or judicial officers.
- e. Funds cannot be used for county attorney time, including advice on public defense contracting.

**4. USE OF FUNDS**

- a. Recipient agrees to use the RCW 10.101.070 funds to improve the quality of legal representation directly received by indigent defendants. (See Chapter 10.101 RCW and OPD Policy County/City Use of State Public Defense Funding for guidelines regarding permitted uses of state public defense funds.)
- b. Recipient agrees to use the funds for the following purpose(s):
  - i. Adding attorneys to reduce public defense caseloads.
- c. Recipient agrees to use the funds in calendar year 2023. If Recipient is unable to use the funds in 2023, the Recipient agrees to notify OPD to determine what action needs to be taken.
- d. Recipient agrees to deposit the RCW 10.101.070 funds check within 14 days of receipt.

**5. OVERSIGHT**

Over the duration of the grant term, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and county representatives.

**6. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and court rules
- b. Special Terms and Conditions
- c. General Terms and Conditions

## GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**  
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
2. **AMENDMENTS**  
This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.
3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**  
The Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **ASSIGNMENT**  
Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of OPD.
5. **ATTORNEY'S FEES**  
Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.
6. **CONFORMANCE**  
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.
7. **ETHICS/CONFLICTS OF INTEREST**  
In performing under this Agreement, the Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.
8. **GOVERNING LAW AND VENUE**  
This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.
9. **INDEMNIFICATION**  
To the fullest extent permitted by law, the Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.
10. **LAWS**  
The Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.
11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**  
During the performance of this Agreement, the Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.
12. **RECAPTURE**  
In the event that the Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.



13. **RECORDS MAINTENANCE**

The Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to the Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, OPD may terminate this Contract. OPD shall in good faith provide as much notice as possible of such termination.

17. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

**WHATCOM COUNTY PUBLIC DEFENDER**  
*We listen. We care. We fight.*

**ASSISTANT CHIEF  
DEPUTY**  
Thomas H. Fryer

**OFFICE  
ADMINISTRATOR**  
Julie G. Wiles

**INVESTIGATIVE  
SUPERVISOR**  
Joe Dozal

**INVESTIGATORS**  
Brandi Bowers  
Abby Goldman  
Kelsey Grindley  
Ryan Gray  
Susie Coberly

**BEHAVIORAL  
HEALTH  
SPECIALISTS**  
Nathan Bajema  
Courtney Taylor

**DIRECTOR**  
**Starck M. Follis**

**CHIEF DEPUTY**  
Maialisa Vanyo

215 N. Commercial Street  
Central Plaza Building  
Bellingham, Washington 98225

(360) 778-5640  
FAX (360) 778-5641

[pubdef@co.whatcom.wa.us](mailto:pubdef@co.whatcom.wa.us)

<https://www.whatcomcounty.us/311/Public-Defender>

**SENIOR DEPUTY II**  
Shoshana Paige

**SENIOR DEPUTIES**  
Mamie G. Lackie  
Richard S. Larson  
Jane Boman  
Peter G. Ramey  
Krista van Amerongen  
Scott Schmidt  
C. Kurt Parrish

**DEPUTIES**  
Timothy Arnold  
John D. All  
Kayla Wolfe  
Matthew Mearns  
Kathryn Brush  
Sydney Miyahara  
Eleanor R. White  
Eric Mapes  
Saybin Shankman  
Kevin Flannery  
Nathaniel L.J. Freimund


**RECEIVED**

NOV 22 2022

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

**MEMORANDUM**

**TO:** Satpal Sidhu, County Executive

**FROM:** Julie Wiles   
Office Administrator, Whatcom County Public Defender's Office

**SUBJECT:** Office of Public Defense grant contract for use in 2023 (Chapter 10.101 RCW)

**DATE:** November 22nd, 2022

I have enclosed two originals of the subject grant contract between the Washington State Office of Public Defense and Whatcom County for use in 2023.

**Background and Purpose:**

We have been contracting with the Washington State Office of Public Defense (OPD) for these subject grant funds since 2007 for the purpose of improving the quality of public defense services in Whatcom County. These funds help to fund two attorney FTE in our department.

**Funding Amount and Source:**

The funding amount that OPD proposes to grant to Whatcom County is \$200,639.00.

**Differences from Previous Contract:**

Last year's grant contract amount that Whatcom County received from OPD was \$209,111.00.

Please contact Julie at extension 5646 if you have any questions or concerns regarding the terms of this agreement.

**Enclosures:**

Whatcom County Contract Information Sheet  
Contract Agreement No. ICA 23037