

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202602012

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: <u>102022050</u>	
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>IAA26037</u> ALN: _____	
<small>Complete ALN field if contract involves direct federal grants/cooperative agreements or pass-through federal funds</small>	
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?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: <u>10006602</u>	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input 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 checked="" 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>436,107.61</u>	Council approval required for; all property leases, all Interlocal agreements, contracts or bid awards exceeding \$75,000 , and grants exceeding \$40,000 and and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:
This Amendment Amount: \$ _____	1. Exercising an option contained in a contract previously approved by the council. 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. 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.
Total Amended Amount: \$ _____	
Summary of Scope:	
These funds are for the improvement of quality of legal representation directly received by indigent defendants. Funds may be used by adding attorneys, increasing attorney/staff compensation, costs associated with expanding county public defense agency, adding expert services.	
Term of Contract: 01/01/26 to 06/30/26 Expiration Date:06/30/26	

Contract Routing:	Date:
1. Prepared by: <u>Julie Wiles</u>	<u>11/20/25</u>
2. Attorney signoff: <u>Greg Greenan</u>	<u>11/21/25</u>
3. AS Finance reviewed: <u>Andrew Tan</u>	<u>11/21/25</u>
4. IT reviewed (if IT related): _____	Date: _____
5. Contractor signed: _____	Date: _____
6. Executive contract review: <u>JLogan</u>	Date: <u>12/9/2025</u>
7. Council approved, if necessary: <u>AB2025-852</u>	Date: <u>12/9/2025</u>
8. Executive signed: _____	Date: <u>12/12/2025</u>
9. Original to Council: <u>Approved by Council 12/09/25</u>	Date: <u>12/09/25</u>

Washington State Office of Public Defense FACE SHEET RCW 10.101.070 FUNDS

Purpose

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 below, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2026 and end June 30, 2026. 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.

Recipient

Whatcom County
215 N. Commercial Street
Bellingham, WA 98225

Office of Public Defense (OPD)

711 Capitol Way South, Suite 106
PO Box 40957
Olympia, WA 98504-0957

Recipient Representative

Julie Wiles
Office Administrator
Whatcom County Public Defenders Office

OPD Representative

Geoffrey Hulsey
Managing Attorney
WA State Office of Public Defense

Distribution Amount

\$436,107.61

Use Period

January 1, 2026 through June 30, 2026

For the Recipient


Satpal Sidhu (Dec 12, 2025 09:37:37 PST)

Signature

Satpal Sidhu

Printed Name

County Executive

Title

Dec 12, 2025

Date

For OPD



Signature

Geoffrey D. Hulsey

Printed Name

Managing Attorney

Public Defense Improvement Program, OPD

Title

Dec 12, 2025

Date

- c. Recipient agrees to use the funds between January 1, 2026 and June 30, 2026. If Recipient is unable to use the funds in the Use Period, the Recipient agrees to notify OPD to determine what action needs to be taken.
- d. If Recipient's Statewide Vendor (SWV) registration does not accept EFT, Recipient agrees to deposit the RCW 10.101.070 funds within 14 days of receipt.

5. Oversight

Over the duration of the Use Period, 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, Recipient 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.

14. 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.

15. 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.

16. NONEXCLUSIVELY

This Agreement is non-exclusive. During the term of this Agreement, the OPD reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Agreement shall be construed to limit in any way the OPD's right to enter a like or similar agreement or grant a like or similar award to any other entity or party on such terms as the OPD may in its sole discretion deem appropriate.

17. PUBLIC INFORMATION

Unless statutorily exempt from public disclosure, this Agreement and all related records are subject to public disclosure as required by Washington's General Rule 31.1, Access to Administrative Records. Agency when submitting records to OPD or otherwise making written inquiries or requests to OPD, shall redact any confidential information contained therein and shall not identify clients or other case-related parties by name.

18. 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.

19. 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.

20. 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.

21. 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.

IAA26037_Whatcom

Final Audit Report

2025-12-12

Created:	2025-12-12
By:	Sarah Lawson (sarah.lawson@opd.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAzOK7SybKGIX-YTDafizwZvzaUKbP_cW7

"IAA26037_Whatcom" History

-  Document created by Sarah Lawson (sarah.lawson@opd.wa.gov)
2025-12-12 - 0:09:00 AM GMT- IP address: 198.238.20.6
-  Document emailed to ssidhu@co.whatcom.wa.us for signature
2025-12-12 - 0:10:31 AM GMT
-  Email viewed by ssidhu@co.whatcom.wa.us
2025-12-12 - 1:36:07 PM GMT- IP address: 73.235.210.223
-  Signer ssidhu@co.whatcom.wa.us entered name at signing as Satpal Sidhu
2025-12-12 - 1:37:35 PM GMT- IP address: 73.235.210.223
-  Document e-signed by Satpal Sidhu (ssidhu@co.whatcom.wa.us)
Signature Date: 2025-12-12 - 1:37:37 PM GMT - Time Source: server- IP address: 73.235.210.223
-  Document emailed to Geoffrey Hulseley (geoffrey.hulseley@opd.wa.gov) for signature
2025-12-12 - 1:37:38 PM GMT
-  Email viewed by Geoffrey Hulseley (geoffrey.hulseley@opd.wa.gov)
2025-12-12 - 8:10:29 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Geoffrey Hulseley (geoffrey.hulseley@opd.wa.gov)
Signature Date: 2025-12-12 - 8:11:07 PM GMT - Time Source: server- IP address: 198.238.203.52
-  Agreement completed.
2025-12-12 - 8:11:07 PM GMT