

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202201008

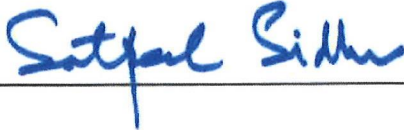
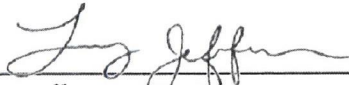
Originating Department:	Public Defender's office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	
Contract or Grant Administrator:	Julie Wiles
Contractor's / Agency Name:	Washington State Office of Public Defense
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing 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>ICA22040</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>209,111.00</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , 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.
Total Amended Amount: \$ <u>209,111.00</u>	3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance.
Summary of Scope: _____	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, 2022 through December 31, 2022	Expiration Date: December 31, 2022

Contract Routing:	1. Prepared by: <u>Julie Wiles</u>	Date: <u>01/03/22</u>
	2. Attorney signoff: <u>Julie Wiles for Karen Frakes</u>	Date: <u>01/05/22</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>1/4/22</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>1-6-22</u>
	7. Council approved (if necessary): <u>✓ AB2022-043</u>	Date: <u>1.25.2022</u>
	8. Executive signed: <u>✓</u>	Date: <u>1.26.2022</u>
	9. Original to Council: <u>✓</u>	Date: <u>2-11-22</u>

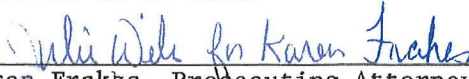
WHATCOM COUNTY
 CONTRACT NO.
 202201008

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

<p>1. Recipient –RCW 10.101.070 Funds Whatcom County 215 N Commercial St Bellingham, WA 98225</p>	<p>2. Recipient Representative Starck Follis Director Whatcom County Public Defender 215 N Commercial St Bellingham, WA 98225</p>
<p>3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>	<p>4. OPD Representative Larry Jefferson Director WA State Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>
<p>5. Distribution Amount \$209,111.00</p>	<p>6. Use Period January 1, 2022 through December 31, 2022</p>
<p>7. 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.</p>	
<p>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, 2022 and end December 31, 2022. 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.</p>	
<p>FOR THE RECIPIENT</p> <p></p> <hr/> <p>Name, Title Satpal Singh Sidhu Whatcom County Executive</p> <hr/> <p>Date <u>1/26/22</u></p>	<p>FOR OPD</p> <p></p> <hr/> <p>Larry Jefferson, Director</p> <hr/> <p><u>2/2/2022</u></p> <hr/> <p>Date</p>

Approved as to form:


 Karen Frakes, Prosecuting Attorney's Office

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 nine thousand one hundred eleven dollars** and 00/100 Dollars (\$209,111.00) 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 2022. If Recipient is unable to use the funds in 2022, 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.

RECEIVED

JAN
06 2022
SENIOR DEPUTY II

Alan Chalfie
Shoshana Paige

WHATCOM COUNTY
EXECUTIVES OFFICE

SENIOR DEPUTIES

Mamie G. Lackie
Richard S. Larson
Jane Boman
Peter G. Ramey
Thomas H. Fryer

DEPUTIES

Timothy Arnold
John All
Krista van Amerongen
Kayla Wolfe
William Wisdom
Scott Schmidt
Matthew Mearns
Michelle Bos
Kurt Parrish
Kathryn Brush
Sydney Miyahara
Ellie White
Eric Mapes

DIRECTOR
Starck M. Follis

CHIEF DEPUTY
Maialisa A.S. Vanyo

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


WHATCOM COUNTY PUBLIC DEFENDER

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

(360) 778-5640
FAX (360) 778-5641
pubdef@co.whatcom.wa.us

MEMORANDUM

TO: Satpal Sidhu, Whatcom County Executive

FROM: Julie Wiles, Office Administrator 

DATE: January 5, 2022

RE: Contract regarding Office of Public Defense (OPD) Grant
(Chapter 10.101 RCW) for use in 2022

I have enclosed two originals of the subject contract and the related information regarding this subject grant that we have been receiving now each year since 2006, for your review and approval. The Prosecuting Attorney's Office and the Finance Department have both approved and signed the contract information sheet. We understand that this contract will have to go through the County Council for approval.

Once you have approved, presuming everything is in proper form, I'll mail it to the Office of Public Defense for their signature. Please let me know if you need any further information or if you have any questions. Thank you.



WASHINGTON STATE
OFFICE OF PUBLIC DEFENSE
Larry Jefferson, Director

(360) 586-3164
FAX (360) 586-8165

Email: opd@opd.wa.gov

December 20, 2021

Starck Follis
Director
Whatcom County Public Defender
215 N Commercial St
Bellingham, WA 98225

Re: Chapter 10.101 RCW Application for Public Defense Grant Funds

Dear Mr. Follis:

The Washington State Office of Public Defense (OPD) is pleased to announce the award of RCW 10.101.070 Public Defense Grant funds to Whatcom County. The award is in the amount of \$209,111.00 for use in calendar year 2022.

Enclosed is a short Interagency Agreement for your review and signature by an authorized representative of Whatcom County. The signed Interagency Agreement should be returned by email or postal mail to OPD. A conformed copy will be sent to you for your records. A copy of OPD's policy on authorized uses is enclosed.

The funds will be provided by paper check and mailed to you in January 2022 or upon receipt of the completed agreement. The check will be issued to the entity corresponding to the Statewide Vendor Number that you provided in your application earlier this year: **SWV000235-57**. If you want the check issued under a different Statewide Vendor Number, or if you want the check mailed to a different person or office, please let us know. If Whatcom County uses state BARS coding, these grant funds should be received under BARS revenue code 336.01.28.

Chapter 10.101 RCW requires counties awarded funds to demonstrate that they are either meeting the public defense standards referenced in RCW 10.101.030, or that the funds received are used to make appreciable demonstrable improvements in the delivery of public defense services.

We look forward to working with you and hope to visit your program during the year. If you have any questions, please feel free to contact Katrin Johnson at (360) 586-3164 ext. 108.

Sincerely,

Larry Jefferson, Director

Justice ♦ Service ♦ Equity ♦ Excellence

cc: Presiding Superior Court Judge Robert E. Olson
Presiding District Court Judge Matthew S. Elich

Enclosures

Justice ♦ Service ♦ Equity ♦ Excellence

711 Capitol Way South • Suite 106 • P.O. Box 40957 • Olympia, Washington 98504-0957