WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202311050

Public Defender's Office		
Julie Wiles		
WA State Office of Public Defense		
newal to an Existing Contract? WCC 3.08.100 (a)) Original Contract #: If No, include WCC:		
(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		
number(s): ICA24038 CFDA#:		
contract number(s):		
Contract Cost Center: 2667		
) If no, include Attachment D Contractor Declaration form.		
Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Coval required for; all property leases, contracts or bid awards exceeding a professional service contract amendments that have an increase greater of or 10% of contract amount, whichever is greater, except when: In gan option contained in a contract previously approved by the council at is for design, construction, r-o-w acquisition, prof. services, or other costs approved by council in a capital budget appropriation ordinance. It is for supplies. In the included in Exhibit "B" of the Budget Ordinance. It is for manufacturer's technical support and hardware maintenance of nic systems and/or technical support and software maintenance from the over of proprietary software currently used by Whatcom County.		
Summary of Scope: 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, 2024 through December 31, 2024 Expiration Date: December 31, 2024		
Date: 12/13/23		
Date: 11/16/23 Date: 11/16/23 Date: Date: 11/20/23 Date: 11/20/23		

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 Kelsey Grindley Ryan Gray Susie Coberly Tallan Paul

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

FAX (360) 778-5641 pubdef@co.whatcom.wa.us https://www.whatcomcounty.us/311/Public-Defender

(360) 778-5640

SENIOR DEPUTY II

Shoshana Paige Richard S. Larson

SENIOR DEPUTIES

Jane Boman
Peter G. Ramey
Krista van Amerongen
Scott Schmidt
C. Kurt Parrish
Timothy Arnold
Shoshanah Epstein
Sarah Jurick
Carl Munson

DEPUTIES

Kayla Wolfe
Matthew Mearns
Kathryn Brush
Sydney Miyahara
Eleanor R. White
Eric Mapes
Saybin Shankman
Nathaniel L.J. Freimund

MEMORANDUM

Date:

November 17, 2023

To:

Satpal Sidhu

Whatcom County Executive

Whatcom County Council Members

From:

Julie Wiles

Office Administrator

Subject: Contract re: Washington State Office of Public Defense grant funding for

2024

RECEIVED

NOV 2 0 2023

WHATCOM COUNTY EXECUTIVE'S OFFICE

BACKGROUND

Each year, since 2007, the Public Defender's office has received grant funds from the Washington State Office of Public Defense (pursuant to Chapter 10.101 RCW) in order to help cover two attorney positions in the Whatcom County Public Defender's Office. The grant is based on the amount of felony filings and therefore fluctuates from year to year.

For 2024, the Office of Public Defense proposes to provide \$213,905.00 to the Whatcom County Public Defender's Office for the purpose of improving the quality of public defense services.

ACTION:

We request the County Council approve the contract and for the Executive to then sign the contract, for further processing.

Enclosures:

Contract Information Sheet 2 originals of the subject OPD contract for signature

Agreement No. ICA24038

FACE SHEET





1. Recipient –RCW 10.101.070 Funds Whatcom County 215 N Commercial St Bellingham, WA 98225	2. Recipient Representative Julie Wiles Office Administrator Whatcom County Public Defender 215 N Commercial St Bellingham, WA 98225
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Geoffrey Hulsey Managing Attorney WA State Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Distribution Amount \$213,905.00	6. Use Period January 1, 2024 through December 31, 2024

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.

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, 2024 and end December 31, 2024. 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.

FOR THE RECIPIENT Satpel Side	FOR OPD Alanda NAO
Satpal Singh Sidhu Name, Title County Executive	Geoffrey D. Hulsey, Managing Attorney Public Defense Improvement Program, OPD
2 Le 2023	12/12/2023 Date

Approved as to form:

Karen Frakes, Prosecuting Attorney

1 of 4

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.

- 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 thirteen thousand nine hundred five dollars and 00/100 Dollars (\$213,905.00) 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)

- 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 2024. If Recipient is unable to use the funds in 2024, 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.

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

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.