Agreement No. ICA17398

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. **Recipient –RCW 10.101.070 Funds** Pacific County PO Box 6 South Bend, WA 98586	2. **Recipient Representative** Paul Plakinger Management and Fiscal Analyst PO Box 6 South Bend, WA 98586
3. **Office of Public Defense (OPD)** 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. **OPD Representative** Joanne I. Moore Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. **Distribution Amount** $35,149	6. **Use Period** January 1, 2017 through December 31, 2017
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, 2017 and end December 31, 2017. 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 _____ Name, Title _____ Date	**FOR OPD** _____ Joanne I. Moore, Director _____ 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 thirty-five thousand one hundred forty-nine and 00/100 Dollars ($35,149) 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 county or court technology systems or administrative equipment.
   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 funds for the following purposes:
      i. Increase and/or sustain additional attorneys to reduce public defense caseloads; and
      ii. Investigative and expert services for public defense cases.
   b. Recipient agrees to use the funds in calendar year 2017. If Recipient is unable to use the funds in 2017, the Recipient agrees to notify OPD to determine what action needs to be taken.
   c. Recipient agrees to deposit the RCW 10.101.070 funds check within 14 days of receipt.
5. **ORDER OF PRECEDENCE**
   In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
   - Applicable federal and state of Washington statutes, regulations, and court rules
   - Special Terms and Conditions
   - 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. **AMERCIANS 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. **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.