

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. Grantee City of Yakima 129 N 2nd St Yakima, WA 98901	2. Grantee Representative Cally Price Assistant to the City Manager 129 N 2nd St Yakima, WA 98901
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Katrin Johnson Managing Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Grant Amount \$187,000.00	6. Grant Period January 1, 2020 through December 31, 2021
7. Grant Purpose The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities. (<u>See</u> Chapter 10.101 RCW.)	
The Office of Public Defense (OPD) and Grantee, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start January 1, 2020 and end December 31, 2021. The rights and obligations of both parties to this Grant are governed by this Grant Agreement and the following other documents incorporated by reference: Special Terms and Conditions of the City Grant Agreement, General Terms and Conditions of City Grant Agreement, and Exhibits A, B, and C.	
FOR THE GRANTEE _____ Name, Title _____ Date	FOR OPD _____ Joanne I. Moore, Director _____ Date

SPECIAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

1. GRANT 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 Grant.

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

2. GRANT AWARD AMOUNT

The Grantee is awarded one hundred eighty-seven thousand and 00/100 Dollars (\$187,000.00) to be used for the purpose(s) described in the USE OF GRANT FUNDS below. One-half of the award amount shall be disbursed to Grantee in January, 2020 for use during calendar year 2020. The remaining one-half shall be disbursed to Grantee in January, 2021 for use during calendar year 2021.

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

- a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
- b. Grant funds cannot be spent on purely administrative functions or billing costs.
- c. Grant funds cannot be used for cost allocation.
- d. Grants funds cannot be used for indigency screening costs.
- e. Grant funds cannot be used for city or court technology systems or administrative equipment.
- f. Grant funds cannot be used for city attorney time, including advice on public defense contracting.

4. USE OF GRANT FUNDS

- a. Grantee agrees to use the grant funds for the following:
 - i. Representation at first appearance calendars,
 - ii. Interpreter services for attorney-client communications,
 - iii. Increased public defense attorney compensation,
 - iv. Public defense training,
 - v. Investigation services, and
 - vi. Expert witnesses.
- b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above.
- c. Grantee agrees to use the first disbursement of funds in calendar year 2020, and the second disbursement of funds in calendar year 2021. If Grantee is unable to use the funds in the year for which the funds are disbursed, the Grantee agrees to notify OPD to determine what action needs to be taken.
- d. Grantee agrees to deposit the grant check within fourteen days of receipt.

5. **OVERSIGHT**

- a. Grantee agrees to submit written reports to OPD. The first report shall be submitted to OPD no later than June 1, 2020 using the template found in Exhibit A. The second report shall be submitted to OPD no later than December 1, 2020 using the template found in Exhibit B. The third report shall be submitted to OPD no later than June 1, 2021 using the template found in Exhibit C. Where indicated, reports must be submitted along with the Grantee City's public defense attorneys' contracts, certifications of compliance, and other required documentation.
- b. 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 city representatives.

6. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, 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 Of the City Grant
- General Terms and Conditions of the City Grant

GENERAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

1. **ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

2. **AMENDMENTS**

This Grant 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 Grantee 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 Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

6. **CONFORMANCE**

If any provision of this Grant 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 Grant, the Grantee 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 Grant 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 Grantee 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 Grant.

10. **LAWS**

The Grantee 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 Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part.

12. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of the Grant, 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 Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant 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 Grantee's performance under this Grant 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 Grant. The Grantee shall provide access to its facilities for this purpose.

15. SEVERABILITY

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

Exhibit A

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #1

All City grant recipients are required to submit a completed copy of this report, along with corresponding documentation, to the Washington State Office of Public Defense by June 1, 2020.

City: _____

Date Completed: _____

Contact Name: _____

Title: _____

Mailing Address: _____

Phone: _____

Email Address: _____

Section I: Public Defense Expenditures/Budget

1.1 In 2019, the city paid indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

1.2 For 2020, the city has *budgeted* indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

1.3 What amount of the 2020 state grant funds has been spent so far? _____ \$

Section II: Case Assignments

2.1 In 2019, attorneys providing indigent defense representation had the following caseloads:

Fill in section 2.1(a) if the city has a public defender agency or contracts with a county public defender agency or non-profit public defense firm. Fill in section 2.1(b) for list appointments or contracts with private attorneys.

a. Cities using public defender agencies.

Number of cases assigned to public defender agency (not including conflict counsel):

Number of probation violations and other miscellaneous post sentencing hearings assigned:

Number of full-time-equivalent public defenders:

Average per-attorney caseload, if available:

b. Cities using list appointments or contracts with private firms.

Number of cases assigned to public defense attorneys:

Number of probation violations and other miscellaneous post sentencing hearings assigned:

Number of attorneys with public defense contracts or on court's appointment list:

Section III: Grant Funds

3.1 Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):	
3.2 Description of How Grant Funds Have Been Used to Date:	
3.3 Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable):	
3.4 Description of Impact State Funds Have Had on Local Public Defense Services:	

Section IV: Attachments and Tables

- 4.1** If the city has public defense contracts, fill out the Table of Public Defense Contracts (*Table I*), and provide a copy of each *current contract* in alphabetical order by attorney name. If possible, please provide scanned copies of contracts, by CD or email attachment. Failure to provide current contracts could result in an incomplete report.
- 4.2** If the court appoints public defense attorneys from a list, provide the name of each attorney and the compensation paid per case or per hour in the Table of List-Appointed Public Defense Attorneys (*Table II*).
- 4.3** If the City has adopted any new public defense policies, ordinances, or resolutions within the last year, please attach them to this report.
- 4.4** Provide copies of attorneys' 2020 second quarter Certificates of Compliance.

Table I: Public Defense Contracts and Subcontracts Currently in Effect (2020)

Name of attorney/firm (If firm, please identify (1) the total number of attorney FTEs handling public defense cases, and (2) the name of each attorney handling public defense cases)	Number of misdemeanor/ gross misdemeanor cases anticipated for the attorney/firm in 2020	Method and rate of payment (per case/per hour, etc.)	Conflict cases only? Yes/No

Table II: List-Appointed Public Defense Attorneys (2020)

Name of attorney/firm (If firm, please identify (1) the total number of attorney FTEs handling public defense cases, and (2) the name of each attorney handling public defense cases)	Method and rate of payment (per case/per hour, etc.)	Number of cases assigned

Exhibit B

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #2

*All City grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense by December 1, 2020.
Failure to timely submit this report could delay disbursement of 2021 grant funds.*

City:	
Report Date:	
Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. As of the date of this report, the city has paid indigent defense expenses as follows in 2020:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

Will all 2020 grant funds be expended by the end of the calendar year?

Yes _____ No _____ Unsure _____

2. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):	
3. Description of How Grant Funds Have Been Used in 2020:	
4. Plans for 2021 Grant Funds:	
5. Description of Impact State Funds Have Had on Local Public Defense Services	

Exhibit C

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #3

All City grant recipients are required to submit a completed copy of this report, along with all public defense attorneys' 2021 quarterly Certificates of Compliance to the Washington State Office of Public Defense by June 1, 2021.

City:	
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Report Date:	
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Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. For 2021, the city has *budgeted* indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

2. What amount of the 2021 state grant funds has been spent so far? _____ \$

3. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>)	
4. Description of How Grant Funds Have Been Used to Date:	
5. Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable)	
6. Description of Impact State Funds Have Had on Local Public Defense Services	