

**AGREEMENT FOR SOCIAL SERVICES
BETWEEN THE CITY OF EVERETT
AND EVERETT LAW ASSOCIATION
(2024-2025)**

This Agreement for Social Services (“*Social Services Agreement*”) is dated as of date of last signature below. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“*City*”) and Everett Law Association (“*Public Defender*”).

RECITALS

A. The City and Public Defender are parties to the Agreement for Indigent Services dated November 8, 2018, as amended (the “*Master Agreement*”).

B. The City has received a grant from the Washington State Office of Public Defense to improve public defense services in the City of Everett for the period January 1, 2024 to December 31, 2025. This grant will provide funds for providing social services to indigent defendants. A copy of the grant agreement is attached to this Addendum (the “*Grant Agreement*”). The purpose of this Social Services Agreement is to formalize the parties’ agreement for the provision of social services.

AGREEMENT

The City and Public Defender agree as follows:

1. Social Services. In addition to its existing obligations under the Master Agreement, Public Defender agrees to perform the social work services specified in Section 4.a.i of Grant Agreement and RCW 10.101.050, all in accordance with this Social Services Agreement and the Grant Agreement, and as described in the City's grant application for the grant submitted through the Washington State's Office of Public Defense (the “*Social Services*”). The Public Defender represents that it is available and able to provide sufficient qualified personnel and facilities necessary for the Social Services, and can accomplish the Social Services for the required time period in accordance with the City's specifications and the grant agreement requirements.
2. Payment for Social Services. Public Defender will invoice yearly for \$45,000. These Social Services payments are in addition to the City’s payments under Section 2 of the Master Agreement. The Social Services invoices will not cumulatively exceed the grant amount. Subject to receipt of grant funding and Public Defender compliance with this Social Services Agreement, the City will pay such Social Services invoices within 30 days.
3. Books and Records. Public Defender shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Social Services Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Social Services Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and Public Defender

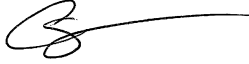
shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. Public Defender shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Social Services Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, Public Defender shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4. Dates of Social Services. Unless terminated earlier pursuant to Section 5 of this Social Services Agreement, Public Defender will provide the Social Services from January 1, 2024 through December 31, 2025.
5. Termination of Social Services. Either party may terminate this Social Services Agreement effective on written notice if the other party materially breaches its obligations with respect to the Social Services and such material breach remains uncured 30 days after written notice thereof. The City may terminate this Social Services Agreement in whole or in part by written notice to Public Defender stating the extent of the termination and effective date of such termination. In the event of termination, the City will pay Public Defender for Social Services provided prior to the effective date of termination in accordance with this Social Services Agreement. Termination of this Social Services Agreement is only termination of this Social Services Agreement and has no effect on the Master Agreement.
6. Electronic Signature. The parties sign this Social Services Agreement with AdobeSign, which is fully binding.
7. Relationship to Master Agreement. All provisions in the Master Agreement shall remain in full force and effect and are not changed by this Social Services Agreement. The following Master Agreement sections are deemed incorporated into this Social Services Agreement as though fully set forth herein: Section 4 (Nondiscrimination), Section 5 (Indemnification), Section 6 (Insurance), Section 7 (Work Performed by Public Defender), Section 8 (Work Performed at Public Defender's Risk), Section 9 (Personal Services, no Subcontracting), Section 10 (Modification), Section 11 (Entire Agreement), Section 12 (Written Notice), Section 13 (Nonwaiver of Breach), and Section 14 (Resolutions of Disputes, Governing Law).

[signatures on following page]

CITY OF EVERETT

By:



Cassie Franklin, Mayor

Date: 12/19/2023

EVERETT LAW ASSOCIATION

By:



Title: Executive Director

Date: 12/18/2023

ATTEST:



Office of the City Clerk


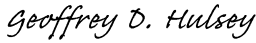


APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

Grant Agreement No. GRT24027

FACE SHEET

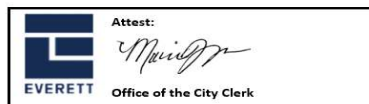
WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. Grantee City of Everett Everett Municipal Bldg., 2930 Wetmore Ave., Ste. 9-E Everett, WA 98201	2. Grantee Representative Theresa Bauccio-Teschlog Procurement Manager Everett Municipal Bldg., 2930 Wetmore Ave., Ste. 9-E Everett, WA 98201
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Geoffrey D. Hulsey Managing Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Grant Amount \$90,000.00	6. Grant Period January 1, 2024 through December 31, 2025
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, 2024 and end December 31, 2025. 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, C, and D.	
FOR THE GRANTEE  _____ Cassie Franklin, Mayor Name, Title 11/09/2023 _____ Date	FOR OPD  _____ Geoffrey D. Hulsey, Managing Attorney Public Defense Improvement Program, OPD 11/09/2023 _____ Date


APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

Grant Agreement GRT24027

Face Sheet



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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 **ninety thousand dollars and 00/100 Dollars (\$90,000.00)** 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 2024 for intended use during calendar year 2024. The remaining one-half shall be disbursed to Grantee in January 2025 for intended use during calendar year 2025. The disbursement of any grant funds is subject to the availability of funding appropriated to OPD by the Washington State Legislature.

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 city or court 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. Social worker services to assist public defense attorneys.
- b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above. Permission issued by electronic mail shall be sufficient for purposes of identifying other uses of grant funds not listed in section a.
- c. Grantee understands that the first disbursement of funds will be in calendar year 2024, and the second disbursement of funds will be in calendar year 2025. Grantee agrees that all disbursed funds will be used by the end of calendar year 2025. If Grantee is unable to use the funds by the end of calendar year 2025, 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, 2024 using the template found in Exhibit A. The second report shall be submitted to OPD no later than December 1, 2024 using the template found in Exhibit B. The third report shall be submitted to OPD no later than June 1, 2025 using the template found in Exhibit C. The final report shall be submitted to OPD no later than December 1, 2025 using the template found in Exhibit D. 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 attorney's 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. SUBJECT TO THE AVAILABILITY OF FUNDS

Any full or partial allocation of funds under this Grant is subject to the appropriation of funds by the Washington Legislature to OPD.

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 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, 2024.

City:	
Date Completed:	
Contact Name:	
Title:	
Mailing Address:	
Phone:	
Email Address:	

Section I: Public Defense Expenditures/Budget

1.1 In 2023, 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 2024, 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 2024 RCW 10.101 grant funds has been spent to date?

\$ _____

Section II: Case Assignments

2.1 Provide the following data for the total number of public defense cases assignments in 2023:

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 attach a copy of each *current contract* in alphabetical order by attorney name. 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' 2024 second quarter Certificates of Compliance.

Table I: Public Defense Contracts and Subcontracts Currently in Effect (2024)

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 2024	Method and rate of payment (per case/per hour, etc.)	Conflict cases only? Yes/No

Table II: List-Appointed Public Defense Attorneys (2024)

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, 2024.
Failure to timely submit this report could delay disbursement of 2025 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 2024:

	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 2024 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 2024:	
4. Plans for 2025 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' 2025 quarterly Certificates of Compliance to the Washington State Office of Public Defense by June 1, 2025.

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

1. For 2025, 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 2025 state grant funds has been spent to date? _____ \$

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	

Exhibit D

Washington State Office of Public Defense Public Defense Improvement Program City Grant Report #4

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, 2025.

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

1. As of the date of this report, the city has paid indigent defense expenses as follows in 2025:

	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 2025 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 2025:	
4. Description of Impact State Funds Have Had on Local Public Defense Services	

Social Services Agreement











2024-25_12.16.23_SD

Final Audit Report

2023-12-19

Created:	2023-12-18
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArNndXGxhLaXRpfTFA6pqV2RtCIPaDFtN

"Social Services Agreement 2024-25_12.16.23_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2023-12-18 - 11:49:24 PM GMT
-  Document emailed to Chris Schulz (cschulz@everettwa.gov) for approval
2023-12-18 - 11:49:56 PM GMT
-  Email viewed by Chris Schulz (cschulz@everettwa.gov)
2023-12-19 - 0:23:43 AM GMT
-  Document approved by Chris Schulz (cschulz@everettwa.gov)
Approval Date: 2023-12-19 - 0:24:51 AM GMT - Time Source: server
-  Document emailed to Christine Baker (clewis@everettlaw.org) for signature
2023-12-19 - 0:24:52 AM GMT
-  Email viewed by Christine Baker (clewis@everettlaw.org)
2023-12-19 - 0:25:55 AM GMT
-  Document e-signed by Christine Baker (clewis@everettlaw.org)
Signature Date: 2023-12-19 - 0:26:32 AM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2023-12-19 - 0:26:33 AM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2023-12-19 - 0:29:25 AM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2023-12-19 - 0:30:01 AM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2023-12-19 - 0:30:02 AM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2023-12-19 - 3:45:06 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)


Signature Date: 2023-12-19 - 3:45:16 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2023-12-19 - 3:45:18 PM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2023-12-19 - 4:03:28 PM GMT - Time Source: server

 Agreement completed.

2023-12-19 - 4:03:28 PM GMT