

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners

FROM: Carolyn Gallaway, Clerk of the Board

DATE: November 28, 2022

SUBJECT: AGREEMENT No. GRT23008 re: Improving the Quality of Public Defense Services; In the Amount of \$19,321; Jefferson County Administrator; Washington State Office of Public Defense

STATEMENT OF ISSUE:

Each year Jefferson County applies for Chapter 10.101 RCW Public Defense Funding from the Washington State Office of Public Defense.

County Administrator Mark McCauley has requested that this agreement be approved for 2023 funding.

FISCAL IMPACT:

The award for is for \$19,321, to be used in 2023.

RECOMMENDATION:

Approve AGREEMENT NO. GRT23008 with the Washington State Office of Public Defense.

REVIEWED BY:


Mark McCauley, County Administrator

11/23/22
Date

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. Recipient Jefferson County Jefferson County Courthouse 1820 Jefferson St., PO Box 565 Port Townsend, WA 98368	2. Recipient Representative Michael Mark Grants Administrator Jefferson County Auditor's Office Jefferson County Courthouse 1820 Jefferson St., PO Box 565 Port Townsend, WA 98368
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Grace O'Connor Managing Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Distribution Amount \$19,321.00	6. Use Period January 1, 2023 through December 31, 2023
7. Purpose Distribution of funds for the purpose of assisting counties with public defense costs related to resentencing and/or vacating sentences for defendants whose convictions or sentences are affected by the <i>State v. Blake</i> decision, 481 P.3d 521 (2021). See Engrossed Substitute Senate Bill 5092, Chapter 334, sec. 116(5), <i>Laws of 2021</i> .	
8. Acknowledgement, Incorporation by Reference, and Execution The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. 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, General Terms and Conditions, and Attachment A.	
FOR RECIPIENT Name, Title Date	FOR OPD Larry Jefferson, Director Date

Approved as to form only:


 November 22, 2022
 Philip C. Hunsucker, Date
 Chief Civil Deputy Prosecuting Attorney

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 Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. DISTRIBUTION AMOUNT

The Distribution Amount is **nineteen thousand three hundred twenty-one** and 00/100 Dollars (\$19,321.00) to be used for the purposes described in the USE OF FUNDS below.

3. DEFINITIONS

- a. "*Blake Client(s)*" means a person who is receiving public defense services and whose conviction and/or sentence is affected by the *State v. Blake* decision, 197 Wn.2d 170, 481 P.3d 521 (2021).
- b. "*Blake Cases*" means post-conviction cases potentially impacted by *State v. Blake* to which indigent counsel is assigned.
- c. "*Blake Attorney*" means an attorney or attorneys assigned by Recipient to handle *Blake* cases on behalf of *Blake Clients*.
- d. "*Supervised Blake Client(s)*" means *Blake Client(s)* who are serving a sentence affected by the *Blake* decision under the Washington State Department of Corrections, whether such sentence is being served in a DOC facility or on community custody.
- e. "*Vacating convictions*" means remedying an erroneous, unconstitutional, and void conviction.

4. USE OF FUNDS

- a. Recipient shall use the funds to provide post-conviction defense representation to *Blake Clients* on *Blake Cases*. The Washington State Legislature, in Chapter 334, sec. 116(5), *Laws of 2021*, expressly directed that these state funds be used to assist in resentencing and/or vacating sentences under the *State v. Blake* decision.
- b. Recipient is authorized to use the funds for the following purposes for defense representation of *Blake Clients* on *Blake Cases*:
 - i. Defense attorney compensation;
 - ii. Compensation of defense attorney support staff;
 - iii. Defense investigation;
 - iv. Defense attorney and defense attorney support staff compensation for time spent reviewing and classifying *Blake Clients* and *Blake Cases* to ensure that individuals most immediately needing relief are prioritized for appointment of counsel;
 - v. Managing/supervising attorney time supervising *Blake* attorneys and staff;
 - vi. Management, attorney, and paralegal time to coordinate and deliver *Blake* efforts;
 - vii. Mitigation
 - viii. Travel costs related to *Blake* defense work;
 - ix. Costs incurred by defense counsel for communicating with *Blake Clients* or potential *Blake Clients* in correctional facilities;
 - x. Translation or interpreter services for attorney-client communication or communication with potential clients;
 - xi. Costs associated with community outreach for *Blake* defense services; and

- xii. Other related expenditures not listed in this section, but approved and authorized in writing by OPD staff.
- c. Recipient agrees that work performed by defense counsel on *Blake* Cases will be accounted for in public defense and assigned counsel caseload calculations. Since *Blake* Cases may require different amounts of time based on local practices, Recipient may count *Blake* cases by case-weight, or the time spent on *Blake* cases can be factored into attorneys' caseloads. Recipient agrees that if case-weighting, representation of *Blake* Clients for resentencing shall count as at least one-third of a felony case for purposes of measuring defense attorney caseloads and certifying compliance to the Washington Supreme Court's Standards for Indigent Defense in Superior Court Criminal Rule 3.1.
- d. Recipient agrees that counsel will be assigned to indigent individuals currently serving sentences affected by the *State v. Blake* decision (hereinafter, "Supervised *Blake* Clients"). Nothing in this clause should be read to limit a County's ability to provide provisional counsel pursuant to RCW 10.101.020(4). Recipient further agrees that i) funds will be used to compensate defense attorney time in ii) regularly reviewing data provided by OPD to identify Supervised *Blake* Clients serving sentences imposed in Recipient county. Recipient agrees its *Blake* attorney(s) will make reasonable efforts to contact Supervised *Blake* Clients following such review with all reasonable speed to explain the individual's options for resentencing and/or vacation under *Blake* and the process in Recipient County to request appointed counsel and, where appropriate, bring a motion for resentencing or vacation on behalf of the Supervised *Blake* Client. Recipient shall establish, in consultation with its *Blake* attorney(s), a minimum number of Supervised *Blake* Clients who shall be contacted regarding resentencing and/or vacation under this subsection each month. The requirement to contact Supervised *Blake* Clients under this provision is satisfied when Recipient has made a written attempt to contact all Supervised *Blake* Clients for whom contact information is available, with information about how to contact Recipient's *Blake* attorneys.
- e. Recognizing that convictions can curtail individual liberty by depriving people of important interests like jobs and housing, Recipient agrees that these funds will be used for defense costs related to vacating convictions imposed under former RCW 69.50.4013 and precursor statutes in Recipient's county for *Blake* Clients not currently serving a sentence. Recipient agrees to maintain a process, in consultation with its *Blake* attorneys, by which *Blake* Clients may choose to i) petition for vacation order(s) pro se or ii) petition for vacation orders with the assistance of defense counsel if requested. Nothing in this clause prevents *Blake* attorney(s) from working collaboratively with courts and prosecuting attorney offices to establish such a process. Further, nothing in this clause prevents a Recipient's *Blake* attorney(s) from establishing an additional process in coordination with courts and/or prosecuting attorney offices by which defense agrees as to the form of vacation orders that are then filed ex parte by the prosecutor for identified *Blake* Clients who have not yet initiated contact with courts and/or prosecutors and/or defense.
- f. Recipient shall use the funds in calendar year 2023. If Recipient is unable to use the funds by December 31, 2023, Recipient shall notify OPD to determine what action needs to be taken. Unused funds not expended at the end of the use period, or any subsequent amendment to the use period, must be returned to OPD. Absent continued state funding, Recipient shall ensure continued representation for all represented individuals upon conclusion of this

agreement.

- g. Recipient shall deposit the funds check within 14 days of receipt.

5. **OVERSIGHT**

- a. Recipient shall provide quarterly reports and a year-end report using the templates attached as Attachment A.
 - i. Report schedule:
 - 1. Quarter 1: January through March 2023 (due April 30, 2023);
 - 2. Quarter 2: April through June 2023 (due July 31, 2023);
 - 3. Quarter 3: July through September 2023 (due October 31, 2023);
 - 4. Quarter 4: October 2023 through December 2023 (due January 31, 2024); and
 - 5. Year-End Report (due January 31, 2024)
 - ii. OPD reserves the right to revise the contents of Attachment A at any time.
- b. Over the duration of the grant term, OPD may conduct site visits for purposes of 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.**

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 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, 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, 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**

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, Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of 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 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**

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 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. 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.

Attachment A
Washington State Office of Public Defense
2023* State v. Blake Funding Grant
Quarterly Report

All Blake funding grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense according to the following schedule:

- *Quarter 1: January-March 2023 due April 30, 2023*
- *Quarter 2: April-June 2023 due July 31, 2023*
- *Quarter 3: July-September 2023 due October 31, 2023*
- *Quarter 4: October-December 2023 due January 31, 2024*

**If your county has remaining funds from 2022, reporting on those funds should be included in this report in the space provided.*

County: _____

Reporting
Quarter: _____

Date: _____

Contact Name,
Title: _____

Email: _____

Phone: _____

Address: _____

1. How much of the 2023 Blake defense grant funds awarded have been spent this quarter? _____ \$
2. How much of the 2023 Blake defense grant funds remain to be spent? _____ \$
3. If you have funds remaining from your 2022 Blake defense grant award, how much of those funds remain to be spent? Please report "N/A" if you did not carry 2022 funds over to 2023. Please report "\$0.00" if you carried funds over but none remain. _____ \$
4. In the space below or in an attachment, include a brief narrative description of the services provided this quarter using the awarded funds.

Attachment A

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5. Please provide the aggregate number of *Blake* cases completed this quarter for (*see descriptions below for additional information):

a. Individuals on community custody:

b. Individuals incarcerated at DOC:

c. Individuals not serving a sentence:

i. Does this number include vacation orders presented ex parte by the prosecuting attorney's office without input from or notice to defense?

Choose an item.

ii. Please use the space provided to add any information you would like to share about your answer.

*For the purposes of this question:

- If the person's status changes from one category to another in the course of the quarter, please report their status at the time they obtained an order for relief.
- For individuals represented on community custody, a "completed case" means the individual obtained an order vacating the individual's drug conviction(s) and/or any other relief applicable to reducing or striking the individual's term of community custody.
- For individuals represented who are incarcerated at DOC, a "completed case" means the individual obtained a new sentencing order, OR the individual decided not to move forward with resentencing, OR a defense attorney determined the individual was not eligible for a new sentence under *Blake*.
- For individuals not serving a sentence, a "completed case" means the individual obtained an order vacating the individual's drug conviction(s).
- If no cases were completed in a category, please report the number as 0 for that category.

Attachment A

Washington State Office of Public Defense 2023 State v. Blake Funding Grant Year-End Report

*All Blake funding grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense by **January 31, 2024**. If your county had remaining funds from a 2022 Blake defense grant, these may be considered "grant funds" for the purposes of Question 1.*

County: _____

Date: _____

Contact Name, _____
Title: _____

Email: _____

Phone: _____

Address: _____

1. Grant funds were used for the following public defense expenses related specifically to *Blake* cases (check all that apply):

- ☐ Staff attorney compensation (County Public Defense Agency)
- ☐ Contract attorney compensation
- ☐ Prioritizing *Blake* cases (use of attorney time to ensure that individuals most immediately impacted by court relief are prioritized for appointment of counsel)
- ☐ Support staff compensation
- ☐ Overhead expenses for *Blake* counsel
Describe: _____
- ☐ Attorney supervisors for *Blake* attorneys and staff
- ☐ Mitigation
- ☐ Investigation
- ☐ Communication costs
- ☐ Travel expenses

Attachment A

☐ Other

Describe:

2. Has an attorney in your county "triaged" every individual on your county's list of incarcerated people to determine if they are eligible for resentencing under *Blake*? "Triage" is defined as: reviewing each individual's current sentence(s) and calculating their Blake-adjusted offender score to determine whether they may be eligible for a new sentence and prioritizing eligible individuals for relief.

☐ Yes ☐ No

- A. If you answered "No," approximately how many individuals are left to triage?

Prison – Possession Plus: ___ Prison – History:

3. What data did you use to triage individuals for *Blake* relief? Select all that apply.

☐ Dept. of Corrections data provided by OPD

☐ Data from the Administrative Office of the Courts

☐ Other

Please describe:

4. Have you assigned counsel to every individual incarcerated in DOC with *Blake* cases in your county?

☐ Yes ☐ No

- A. If you answered "No," please explain.

5. How many public defense clients were resentenced under *Blake* in 2023?

6. How many public defense clients were released from prison under *Blake* in 2023?

7. Does your court enter ex parte orders from prosecutors vacating *Blake* convictions without input from the and/or notice to defense?

☐ Yes ☐ No

8. Please include samples of any *Blake* orders filed in your county.

9. What are the greatest challenges the county faced with *Blake* in 2023?

Attachment A

10. What worked well with *Blake* in 2023?

11. Has the COVID backlog impeded the processing of *Blake* cases? Please explain.

12. In the space below or in an attachment, please provide any additional information you would like to report not encompassed in the questions above.

1 orig: WA. State OPD

CC: Am.

CA

PA

SC

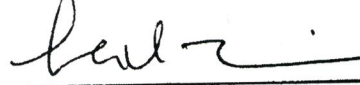
11.8.21

Retain: 2028.

Agreement No. GRT22044

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1 Recipient Jefferson County P.O Box 1220 Port Townsend, WA 98368	2 Recipient Representative Carolyn Gallaway Clerk of the Board Jefferson County Board of County Commissioners P.O Box 1220 Port Townsend, WA 98368
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The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. 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 RECIPIENT  _____ Kate Dean, Chair, Board of County Commissioners Heidi Eisenhower, Acting Chair 11/8/21 _____ Date	FOR OPD  _____ Larry Jefferson (Nov 8, 2021 16:09 PST) Larry Jefferson, Director Nov 8, 2021 _____ Date

Approved as to Form Only:

November 1, 2021

Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

WA. State OPD

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 Recipient and their contact information are identified on the Face Sheet of this Agreement.

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3. DEFINITIONS

- a. "Blake Client(s)" means a person who is indigent under RCW 10.101.010 and whose conviction and/or sentence is affected by the *State v. Blake* decision, 197 Wn.2d 170, 481 P.3d 521 (2021). Nothing in this definition should be read to limit a County's ability to provide provisional counsel pursuant to RCW 10.101.020(4).
- b. "Blake Cases" means post-conviction cases potentially impacted by *State v. Blake* to which indigent counsel is assigned.
- c. "Blake Attorney" means an attorney or attorneys assigned by Recipient to handle *Blake* cases on behalf of *Blake* Clients.
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- b. Recipient shall use the funds for the following purposes for defense representation of *Blake* Clients on *Blake* Cases:
 - i. Defense attorney compensation;
 - ii. Compensation of defense attorney support staff;
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 - v. Managing/supervising attorney time supervising *Blake* attorneys and staff;
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 - viii. Travel costs related to *Blake* defense work;
 - ix. Costs incurred by defense counsel for communicating with *Blake* Clients or potential *Blake* Clients in correctional facilities;
 - x. Costs associated with community outreach for *Blake* defense services; and

- xi. Other related expenditures not listed in this section, but approved and authorized in writing by OPD staff.
- c. Recipient agrees that representation of *Blake* Clients for resentencing shall count as at least one-third of a felony case for purposes of measuring defense attorney caseloads and certifying compliance to the Washington Supreme Court's Standards for Indigent Defense in Superior Court Criminal Rule 3.1.
- d. Recipient agrees that counsel will be assigned to indigent individuals currently serving sentences affected by the *State v. Blake* decision (hereinafter, "Supervised *Blake* Clients"). Nothing in this clause should be read to limit a County's ability to provide provisional counsel pursuant to RCW 10.101.020(4). Recipient further agrees that i) funds will be used to compensate defense attorney time in ii) regularly reviewing data provided by OPD to identify Supervised *Blake* Clients serving sentences imposed in Recipient county. Recipient agrees its *Blake* attorney(s) will make reasonable efforts to contact Supervised *Blake* Clients following such review with all reasonable speed to explain the individual's options for resentencing and/or vacation under *Blake* and the process in Recipient County to request appointed counsel. Recipient shall establish, in consultation with its *Blake* attorney(s), a minimum number of Supervised *Blake* Clients who shall be contacted regarding resentencing and/or vacation under this subsection each month.
- e. Recognizing that convictions can curtail individual liberty by depriving people of important interests like jobs and housing, Recipient agrees that these funds will be used for defense costs related to vacating convictions imposed under former RCW 69.50.4013 and precursor statutes in Recipient's county for *Blake* Clients not currently serving a sentence. Recipient agrees to begin identifying *Blake* Clients not currently serving a sentence and eligible for vacation by January 1, 2022. Recipient shall establish by April 1, 2022, and in consultation with its *Blake* attorneys, a process by which *Blake* Clients may choose to i) petition for vacation order(s) pro se or ii) petition for vacation orders with the assistance of defense counsel if requested. Nothing in this clause prevents *Blake* attorney(s) from working collaboratively with courts and prosecuting attorney offices to establish such a process. Further, nothing in this clause prevents a Recipient's *Blake* attorney(s) from establishing an additional process in coordination with courts and/or prosecuting attorney offices by which agreed vacation orders are filed for identified *Blake* Clients who have not yet initiated contact with courts and/or prosecutors and/or defense.
- f. Recipient shall use the funds in calendar year 2021 and/or calendar year 2022. If Recipient is unable to use the funds by December 31, 2022, Recipient shall notify OPD to determine what action needs to be taken. Unused funds not expended at the end of the use period, or any subsequent amendment to the use period, must be returned to OPD.
- g. Recipient shall deposit the funds check within 14 days of receipt.

5. **OVERSIGHT**

- a. Recipient shall provide quarterly reports in substantially the same form as the template attached as Attachment A, containing the following information on the following schedule:
 - i. Report contents:
 - 1. The amount of funds spent to date;

2. A brief narrative description of the services provided (including how *Blake* cases are identified and prioritized, process for appointing counsel, challenges faced, and what worked well); and
3. Aggregate number of *Blake* cases completed in the quarter. Reported data must include:
 - a. The number of clients represented on DOC community custody;
 - b. The number of clients represented who are incarcerated at DOC; and
 - c. The number of clients not currently serving PCS sentences whose PCS convictions were vacated.

ii. Report schedule:

1. October through December 2021 (due January 31, 2022);
2. January through March 2022 (due April 30, 2022);
3. April through June 2022 (due July 31, 2022);
4. July through September 2022 (due October 31, 2022)

- b. OPD reserves the right to conduct sight visits.

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
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12. **RECAPTURE**

In the event that 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**

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 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. 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.

Attachment A
Washington State Office of Public Defense
2021-2022 State v. Blake Funding Grant
Quarterly Report

All Blake funding grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense according to the following schedule:

- *Quarter 1: October-December 2021 due January 31, 2022*
 - *Quarter 2: January-March 2022 due April 30, 2022*
 - *Quarter 3: April-June 2022 due July 31, 2022*
 - *Quarter 4: July-September 2022 due October 31, 2022*
 - *Quarter 5: October-December 2022 due January 31, 2023*
-

County: _____
Reporting
Quarter: (Please select) _____
Date: _____

Contact Name, _____
Title: _____
Email: _____
Phone: _____
Address: _____

1. How much of the total grant funds awarded has been spent to date? _____ \$

2. In the space below or in an attachment, include a brief narrative description of the services provided using the awarded funds. The narrative should include how *Blake* cases are identified and prioritized, process for appointing counsel, challenges faced, and what worked well.

3. Please provide the aggregate number of *Blake* cases completed this quarter for:

- a. Clients represented on DOC community custody: _____
- b. Clients represented who are incarcerated at DOC: _____
- c. Clients not currently serving sentences whose convictions were
vacated: _____

"Completed cases" means cases in which a resentencing or vacation order was entered for a client.



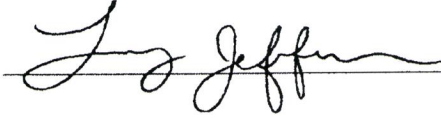
WASHINGTON STATE
OFFICE OF PUBLIC DEFENSE

Email: opd@opd.wa.gov

Larry Jefferson, Director

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

MEMORANDUM

TO: County Officials
FROM: Larry Jefferson, Director 
DATE: October 28, 2021
RE: Agreement for *Blake* Public Defense Funding for Calendar Years 2021 and 2022

Thank you for your application for *State v. Blake* public defense grants from the Washington State Office of Public Defense (OPD). Enclosed for your review is the agreement governing these funds. **If you wish to accept these funds, please sign and return the attached Agreement to nicole.dodge@opd.wa.gov no later than December 1, 2021.** OPD will thereafter send you a fully executed copy, and issue your county its payment, per the preference you indicated in your grant application, using the Statewide Vendor Number you provided in your application. (Please notify us in writing as soon as possible if a different Statewide Vendor Number should be used.)

As you know, the Washington State Legislature appropriated these funds for OPD to help assist counties with resentencing and/or vacating convictions under *State v. Blake*. See Engrossed Substitute Senate Bill 5092, Chapter 334, sec. 116, Laws of 2021 On February 25, 2021. Because these funds have a very specific purpose, the attached agreement includes corresponding conditions. Thus, this agreement may look a little different than previous agreements your county has had with OPD. Please read the enclosed agreement carefully.

Additionally, you may be aware that there is funding available to counties through the Administrative Office of the Courts (AOC) for *Blake* work. The OPD funds that are the subject of this agreement are separate and distinct from the AOC *Blake* funds. Likewise, you may also be receiving grant agreements at this time for OPD's 10.101 RCW funds for 2022. These 10.101 funds are also separate and distinct from the funds that are the subject of this agreement.

OPD looks forward to partnering with you in this important and exciting work. If you have any questions, please contact Grace O'Connor at grace.oconnor@opd.wa.gov or 360-586-3164 x 151.

Justice ♦ Service ♦ Equity ♦ Excellence

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

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, Interim County Administrator

FROM: Julie Shannon, Executive Secretary II

DATE: November 8, 2021

SUBJECT: AGREEMENT NO. GRT22044 re: Limited Public Defense Grant Funds for
Blake Representation; In the Amount of \$19,321; Jefferson County
Superior Court; Washington State Office of Public Defense

STATEMENT OF ISSUE:

An offer to share limited funding was given to Jefferson County by the Washington State Office of Public Defense for Blake Representation. The OPD has fiscal year 2021 – 2022 funds that are not otherwise obligated and have offered the grant amount of \$19,321 for representation of individuals seeking to obtain orders to vacate felony convictions or have felony resentencing hearings pursuant to State vs. Blake, 481 P.3D 521 (2021).

ANALYSIS:

Jefferson County allocation has been calculated in proportion to their convictions for possession for controlled substance (RCW 69.50.4013) since 1999, based on data provided by the Washington State Caseload Forecast Council. This grant is one time only, does not create an entitlement, and does not obligate OPD to future expectations.

FISCAL IMPACT:

The acceptance of this available Limited Public Defense Grant Funds for Blake Representation in the Amount of \$19,321 will provide reimbursement for these obligations.

RECOMMENDATION:

Confirmation has been received that Jefferson County Prosecuting Attorney, James Kennedy, Jefferson County Clerk, Ruth Gordon & Jefferson County Superior Court Administrator are in support of this Limited Public Defense Grant Funds for Blake Representation, in the Amount of \$19,321; Jefferson County Superior Court; Washington State Office of Public Defense.

REVIEWED BY:


Mark McCauley, Interim County Administrator

11/4/21
Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Washington State Office of Public Defense

Contract No: n/a

Contract For: Ltd Grant Funds for Blake Representation Term: 07.1.21 - 12.31.21

COUNTY DEPARTMENT:	Board of County Commissioners
Contact Person:	Julie Shannon, ESII
Contact Phone:	360 385 9100
Contact email:	jshannon@co.jefferson.wa.us

AMOUNT: \$19,321

Revenue: \$19,321

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

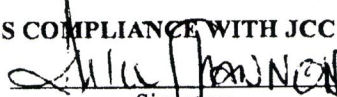
PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

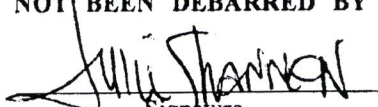
CERTIFIED: ☐ N/A: ☒


Signature

11.1.21
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒


Signature

11.1.21
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 11/1/2021.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 11/1/2021.
State language.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Jefferson County Blake Agreement GRT22044

Final Audit Report

2021-11-09

Created:	2021-11-09
By:	Nicole Dodge (nicole.dodge@opd.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAQ0P18mfVdt42xPdNMSkXEQ60qY7gR

"Jefferson County Blake Agreement GRT22044" History

-  Document created by Nicole Dodge (nicole.dodge@opd.wa.gov)
2021-11-09 - 0:05:34 AM GMT- IP address: 198.238.20.5
-  Document emailed to Larry Jefferson (larry.jefferson@opd.wa.gov) for signature
2021-11-09 - 0:06:20 AM GMT
-  Email viewed by Larry Jefferson (larry.jefferson@opd.wa.gov)
2021-11-09 - 0:08:58 AM GMT- IP address: 198.238.203.31
-  Document e-signed by Larry Jefferson (larry.jefferson@opd.wa.gov)
Signature Date: 2021-11-09 - 0:09:28 AM GMT - Time Source: server- IP address: 198.238.203.31
-  Agreement completed.
2021-11-09 - 0:09:28 AM GMT

Julie Shannon

From: Nicole Dodge <Nicole.Dodge@opd.wa.gov>
Sent: Tuesday, November 9, 2021 9:29 AM
To: Carolyn Gallaway
Cc: Julie Shannon; Mark McCauley; Grace O'Connor
Subject: State v. Blake Grant Funding - Jefferson County Executed Agreement
Attachments: Jefferson County Blake GRT22044 - executed.pdf

ALERT: BE CAUTIOUS This email originated outside the organization. Do not open attachments or click on links if you are not expecting them.

Dear Ms. Gallaway:

Attached is an executed copy of agreement GRT22044. This is in lieu of a mailed hard copy. A check for funds requested for calendar year 2022 will be mailed in early January.

Should you have any questions, please contact Grace O'Connor at grace.oconnor@opd.wa.gov or (360) 586-3164 ext. 151. Thank you.

Sincerely,

Nicole Dodge

Pronouns: she/her

Blake Defense Paralegal

Washington State Office of Public Defense

(360) 586-3164 ext. 114

Nicole.dodge@opd.wa.gov