

CONTRACT FOR
SNOHOMISH COUNTY PUBLIC DEFENDER PROGRAM

THIS AGREEMENT (Contract) is entered into by and between SNOHOMISH COUNTY a political subdivision of the State of Washington (County) and the SNOHOMISH COUNTY PUBLIC DEFENDER ASSOCIATION, a Washington non-profit corporation (Association). In consideration of the terms and conditions set forth herein, the parties agree as follows:

1. **Definitions.**

"Administrator" means the Snohomish County Attorney Administrator in the Office of Public Defense or designee.

"Association" means the Snohomish County Public Defender Association -- a private non-profit corporation incorporated under the Articles of Incorporation and Certificate issued by the Secretary of State of the State of Washington on December 14, 1983, File Number 2-338829-1, pursuant to the provisions of the Washington Non-Profit Corporation Act (Chapter 24.03 RCW).

"Client" means (a) any person who is referred to the Association by the Administrator and/or the respective court in which the person has been charged. This term also refers to (b) persons who are unrepresented by other counsel and have contacted the Association for information and legal counsel has been provided, unless referred to the Association as described above.

"County" means Snohomish County, Washington.

"Director" means the Director of the Snohomish County Public Defender Association.

"Executive" means the Snohomish County Executive or designee.

"Indigent Person" means any person unable to afford to hire or retain legal counsel, as such person is defined by current case law, statute, or applicable Court Rule(s).

"Public Defender Program" means all rights, responsibilities, duties, benefits, and operations arising out of this Contract, the purpose of which shall be to provide legal representation for indigent criminal defendants and juveniles in juvenile offender cases as required by law.

"Staff Attorney" means any attorney who is an employee of the Snohomish County Public Defender Association performing services under this Contract, and whose compensation, salary, or wages are paid from monies derived from the Contract.

2. **Scope of Service to be Performed by Association.** The Association shall manage and operate the Snohomish County Public Defender Program. The purpose and scope of services are as defined in **Schedule A** attached hereto and by this reference made a part of this Contract.

3. **Duration of Contract.** This Contract shall commence on the 1st day of January, 2024,

and shall terminate on the 31st day of December, 2024, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

4. **Records and Reports.** The Association will maintain such records and make reports to the County as provided in **Schedule B** attached hereto and by this reference made part of the Contract.

5. **Compensation.** The County will pay the Association for services provided hereunder as set out in **Schedule C** attached hereto and by this reference made part of this Contract.

6. **Direction and Control.** The Association agrees that it will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the Association is not entitled to any benefits or rights enjoyed by employees of the County. The Association specifically has the right to direct and control its own activities in providing the agreed services in accordance with the specifications set out in this Contract. County shall only have the right to ensure performance.

7. **Interest of Members of County.** No officer, employee, or agent of the County who exercises any function or responsibility in connection with planning and carrying out the Public Defender Program, or any other person who exercises any function or responsibility in connection with it shall have any personal financial interest, direct or indirect, in this Contract. The Association shall take appropriate steps to assure compliance with this requirement.

8. **Warranty of Authority.** The Association represents and warrants that it has the authority to enter into and execute this Contract and will defend any disciplinary or judicial proceedings brought questioning its right and authority to conduct the Public Defender Program. The Association acknowledges that this Contract is made pursuant to and in reliance upon the presaid representation and warranty.

9. **Reservation Regarding Representation.** The Association, on behalf of its attorneys, and each attorney employed by the Association, reserve the right to decline to advise or represent any indigent or otherwise eligible person on the basis of actual or potential legal, ethical, or professional conflict of interest, and with the consent of the court may withdraw from representing any particular person for good cause shown. In such event, the Association will immediately inform the Administrator in writing of such declination and the specific reason therefore, and will request appointment of other counsel for such person.

10. **Changes.** No changes or additions shall be made in this Contract except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Contract. The parties may meet and discuss proposed modifications, if any, to this Contract, following submission of a report by the Executive to the County Council which:

- a. Describes all pertinent information regarding the Association's performance under this Contract;
- b. Discusses any significant difficulties or problems encountered during the term of the Contract; and
- c. Investigates and recommends any reasonable, cost-effective alternatives or improvements to the current Public Defender Program.

Nothing contained in this Contract shall be deemed to preclude any party from seeking modification of any term contained herein should an unforeseen and material change in circumstances arise. Any proposed modification shall first be presented to the other party for review and approval. If approval of such proposed modification is not received within fifteen (15) days, the matter may be resolved as provided in Section 19.

11. **Access to Books and Records; Audits and Inspections.** Except as prohibited by the attorney rules of professional conduct and the attorney-client privilege, all records of the Association on any matter covered by this Contract shall be made available to the Administrator, the County and/or the State Auditor at any time during normal business hours, and as often as such parties may reasonably deem necessary. The Association will permit such parties to audit, examine and make copies, excerpts or transcripts from any records, and shall allow such parties to audit all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other non-confidential data relating to any matters covered by the Contract. In addition to the audit requirements defined above, the Association will participate in a performance audit paid for by the County.

12. **Hold Harmless.** The Association shall hold harmless, indemnify and defend the County, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Association's acts, errors or omissions in the performance of this Contract, or those of Association's employees, agents, or subcontractors. PROVIDED HOWEVER, that the Association's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the Association's indemnity obligations hereunder shall apply only to the percentage of fault attributable to the Association, its employees, agents, or subcontractors.

With respect to the Association's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Association further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Association's employees

caused by or arising out of the Association's acts, errors, or omissions in the performance of this Contract. This waiver is mutually negotiated by the parties.

The Association's obligation hereunder shall include, but is not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, omission, or breach of any common law, statutory, or other delegated duty by the Association, Association's employees, agents, or subcontractors.

13. **Insurance.** The Association shall procure by the time of execution of this Contract, and maintain for the duration of this Contract, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Association, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Association warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Contract.

By requiring the minimum insurance coverage set forth in this Section 13, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Association under this Contract. The Association shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Association's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Association to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Association shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$ N/A combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Contract;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000;

(v) Professional Liability: \$1,000,000.

(vi) Employee Dishonesty/Fidelity: \$50,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this

Contract for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Association in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees, and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Association's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Association's liability to the County and shall be the sole responsibility of the Association.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Association shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Association shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors instead of the Association as evidence of compliance with the insurance requirements of this Contract shall be subject to all the requirements stated herein.

14. **Compliance with Laws.** The Association shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

15. **Non-discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Association shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Association of the Association's compliance with the requirements of Chapter 2.460 SCC. If the Association is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Association's obligations under other federal, state, or local laws against discrimination.

16. **Public Records Act.** This Contract and all public records associated with this Contract shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Association are needed for the County to respond to a request under the Act, as determined by the County, the Association agrees to make them promptly available to the County. If the Association considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected from disclosure under law, the Association shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Association and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Association (a) of the request and (b) of the date that such information will be released to the requester unless the Association obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Association fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Association to claim any exemption from disclosure under the Act. The County shall not be liable to the Association for releasing records not clearly identified by the Association as confidential or proprietary. The County shall not be liable to the Association for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

17. **Termination.** The County may suspend or terminate payments pursuant to this Contract, in whole or in part, only after cause has been established by final judgment of the arbitration panel pursuant to Section 19 of this Contract. Cause shall include the following:

- a. Ineffective or improper use of Contract funds or compensation;
- b. Failure to comply with either the terms and conditions of this Contract, or with the Public Defender Program; or
- c. Submittal to the County of reports that are incorrect or incomplete in any material respect or which are fraudulent.

18. **Non-Assignment.** The Association shall not sublet or assign any of the rights, duties,

or obligations covered by this Contract without the prior express written consent of the Snohomish County.

19. **Disputes and Arbitration.** Disputes or claims arising under this Contract between the County and the Association shall initially be resolved by consultation between the Director of the Association and the Administrator, and are to be resolved in accordance with the laws of the State of Washington. If resolution of such dispute or claim is not obtained within fifteen (15) days of such consultation, the matter shall, at the request of the County or Association, be submitted to a three-person panel for final, binding arbitration. Such panel shall consist of three members, one of which shall be selected by the County Executive, one selected by the Association, and the third selected jointly by the other two members. Decision by the panel shall be reached by simple majority vote of its members, and shall be rendered within twenty-one (21) days of submittal of any such matter to it.

20. **Conflicts Between Attachments and Text.** Should any conflicts exist between any attached exhibit or schedule and the text of this Contract, the text shall prevail.

21. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Washington and any lawsuit regarding this Contract must be brought in Snohomish County, Washington.

22. **Integrated Document.** This Contract embodies the entirety of the agreement between the County and the Association for enactment and operation of the Public Defender Program, its terms, and conditions. No verbal agreements, conversations, understandings, or writings with any officer, agent, or employee of the County prior to the execution of this Contract shall affect or modify any of the terms, conditions, or obligations contained in any documents comprising this Contract. Any such verbal agreements, conversations, understandings, or writings shall be considered as unofficial and in no way binding upon the County.

23. **Approvals and Notices.** Except as otherwise provided under this Contract, when County approval, authorization, waiver, instructions, or determinations are required, they shall be effective only when given:

- a. In writing and signed by the Executive; or
- b. With respect to fiscal procedures, in writing and signed by the Executive or the Snohomish County Director of Finance.

24. **When Rights and Remedies Are Not Waived.** In no event shall any payment by the County or acceptance of payment by the Association constitute or be construed to be a waiver by such party of any breach of contract, covenant, or default which may then exist on the part of the other. The making or acceptance of any such payment while any such breach of default shall exist shall in no way impair or prejudice any right or remedy available with respect to such breach of default.

25. **Severability.** If any provisions of this Contract are held invalid, the remainder of the Contract shall not be affected thereby, if such remainder would then continue to conform to the

terms and requirements of applicable law.

26. **CLFR Terms and Conditions.** Schedule D (CLFR Terms and Conditions) sets forth requirements applicable to Covid-19 Backlog services and is incorporated herein by this reference.


“County”

“Association”

SNOHOMISH COUNTY:

SNOHOMISH COUNTY PUBLIC DEFENDER ASSOCIATION:

Dave Somers Date
County Executive Ken Klein
 Executive Director

/s/  _____ 12.7.2023
Kathleen Kyle Date
Executive Director
Snohomish County Public Defender
Association

Approved as to form only:

/s/ Sean Reay 12/5/23
Deputy Prosecuting Attorney Date

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2024.01.02 09:04:07 -08'00'

Risk Management Date

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|------------------------------|
| COUNCIL USE ONLY |
| Approved <u>1/10/2024</u> |
| ECAF # <u>2024-0003</u> |
| MOT/ORD <u>Motion 24-013</u> |

Schedule A

THE PUBLIC DEFENDER PROGRAM

The Snohomish County Public Defender Program provides effective assistance of counsel for indigent persons charged with criminal offenses in the County's superior and district courts and for juveniles charged with juvenile offenses in the juvenile court.

A. STANDARDS FOR THE DELIVERY OF PUBLIC DEFENSE SERVICES

The County adopts the following standards for the delivery of Public Defense Services, pursuant to RCW 10.101.030 and Snohomish County Code 2.09.080:

1. Compensation of Counsel: The County and Association aspire to provide salaries and benefits for the attorneys and staff working in the Public Defender Program in parity with the salaries and benefits provided to the attorneys and staff of the Snohomish County Prosecuting Attorney.
2. Duties and Responsibilities of Counsel: The duties and responsibilities of counsel shall be as set out in **Section C** of this Schedule;
3. Case Load Limits and Types of Cases: The County recognizes the desirable case load standards adopted in 2011 by the Washington State Bar. These standards constitute a goal for the County in its budgeting for the Public Defender Program and for the Association in its allocation of resources;
4. Responsibility for Expert Witness Fees and Other Costs Associated with Representation: Expert witness fees and other costs associated with representation are paid from resources as approved by the Office of Public Defense in Superior Court and Juvenile cases and District Court;
5. Administrative Expenses: Administrative expenses shall be paid out of the compensation for the Association described in **Schedule C**;
6. Reports of Attorney Activity and Vouchers: The Association shall provide reports of attorney activity and vouchers as provided in **Schedule B**;
7. Training Supervision Monitoring and Evaluation of Attorneys: The Association shall provide for the training, supervision, monitoring, and evaluation of its attorneys as provided in **Schedule C**;
8. Substitution of Attorneys or Assignment of Contracts: The Association shall determine the Staff Attorney to be assigned to a particular client and any substitutions that need to be made with that representation within the office. Substitution of counsel to an attorney outside the Association shall be made by the Administrator upon authorization of the Court. No portion of this Contract may be assigned without the authorization of the Executive;

9. Limitations on Private Practice of Association Attorneys: Staff Attorneys with the Association may provide legal services on a non-fee basis to persons who are not clients of the Association so long as it does not interfere with the efficient performance of the attorney's duties, does not conflict with the duties of the Association under this Contract, and is done outside of the attorney's assigned working hours with the Association. With the approval of the Administrator, the Association may also represent an indigent person charged in another county that is a conflict within that county's public defense system. Any such legal services shall be the sole responsibility of the Association and/or Association attorneys, and are wholly independent of services provided under this Contract;

10. Qualification of Attorneys: The Association shall act through attorneys licensed to practice law in the State of Washington, and through authorized assistants and shall assign only such cases to a Staff Attorney as the attorney is qualified by training and experience to handle;

11. Disposition of Client Complaints: The Association shall maintain procedures for receiving and responding to the complaints of its clients;

12. Cause for Termination of Contract or Removal of Attorney: Termination of this Contract shall be in accord with the provisions of Section 17 of the Contract. The termination of the employment of any Staff Attorney is solely within the authority of the Association;

B. DUTIES AND RESPONSIBILITIES OF THE ASSOCIATION

In order to perform its responsibilities under the Contract, the Association shall

1. Hire all Public Defender Association personnel;
2. Provide fiscal management; establish compensation of personnel; maintain payroll records and provide payments for all personnel including withholding of income taxes, payment of social security taxes, payment of unemployment compensation, payment of worker compensation and industrial insurance taxes (where applicable), and employee benefits;
3. Supervise and maintain the quality of staff and services received or performed, and provide internal evaluation sessions as necessary;
4. Suspend or remove personnel not adequately performing the duties and responsibilities assigned, mishandling funds, engaging in or condoning misconduct, or whose conduct or continued performance of duties is detrimental to the Public Defender Program;
5. Report regularly to the Administrator on the characteristics of clients and cases, statistical analysis of participants, and need for remedial services, and such other data as may be necessary for proper evaluation during the progress of the Public Defender Program;

6. Cooperate with the Administrator in the evaluation of the Program;
7. Cooperate with the Administrator in seeking and implementing cost-saving alternatives to the Public Defender Program, and in developing methods to reduce the cost of appointing legal counsel to represent indigent persons;
8. Immediately notify the Administrator of any direct appointments made by the Judges of the respective county courts;
9. Accept and represent all cases and clients officially referred by the Administrator unless withdrawal from such representation is allowed in accordance with provisions above-stated;
10. Upon receipt from the prosecuting attorney of discovery or a witness list for a Superior Court case, conduct a search of the Association database to determine if there is a conflict of interest and immediately inform the Administrator if a conflict of interest is discovered.
11. In the event that this Contract is terminated or not renewed, complete representation of all clients who have been referred by the Administrator during the period in which the Contract is in effect for the compensation received or receivable under the terms of the Contract, provided that completed representation is not made impossible by a client's failure to appear.

C. DUTIES AND RESPONSIBILITIES OF STAFF ATTORNEYS

In order to perform their duties under this Contract, Staff Attorneys of the Association shall:

1. Advise and provide immediate legal assistance to all clients who request legal assistance during investigative stages by police or other prosecutorial agencies; or who are un-represented by other counsel and have contacted the Association regarding criminal or juvenile offender matters occurring in the County; or who are detained in the Snohomish County Jail or other places of detention within the County. Such requested legal assistance shall include:
 - (a) Legal counseling of suspects during investigative stages;
 - (b) Presence at lineups, interrogations, interviews by police and physical examinations in which the suspect participates;
 - (c) Aid in securing conflict counsel through the Office of Public Defense where a legal, ethical, or professional conflict arises;
2. Counsel and represent in all ensuing criminal and juvenile offender proceedings before appeal those clients who are officially referred by the Administrator. Such services include, but are not limited to: preparation for and representation of the client at the trial and at the sentencing or disposition hearing. Such services do not include representation in matters which are civil rather than criminal in nature except as herein provided;
3. Counsel clients with regard to their rights to appellate review and file any necessary notice for appellate review when requested by a client;
4. Counsel and represent those persons against whom petitions have been filed in the Snohomish County Superior Court for involuntary civil commitment under RCW Chapters 71.05 (Mental Illness).

D. RIGHTS AND RESPONSIBILITIES OF THE COUNTY

In addition to its obligations herein prescribed, the County shall have the right to:

1. Audit fiscal records, with full power to:
 - (a) Prescribe adequate accounting procedures and internal controls to prevent misappropriation of funds;
 - (b) Direct compliance with the terms of this Contract and with applicable State law and County ordinances;
 - (c) Prohibit conduct or activities contrary to applicable State laws and County ordinances.

2. Monitor the operations and administration of the Public Defender Program. Such monitoring shall include such activities as are reasonable and necessary to assure the funds allocated to the Association are being used effectively and efficiently to accomplish the purposes for which the funds were made available, including but not limited to:
 - (a) Inspecting facilities and equipment;
 - (b) Ascertaining the quality of performance and the results thereof; and
 - (c) Offering criticism and suggestions for improved performance and service.

E. PROFESSIONAL CONDUCT

The Public Defender Association shall maintain the Public Defender Program independent of any governmental control, except as provided in this Contract. Attorneys employed by the Association shall represent clients, preserve client confidences, and discharge their duties hereunder in accordance with the Rules of Professional Conduct pertaining to attorneys licensed to practice law in the State of Washington, applicable Court rules, and in accordance with standards applied to private attorneys defending paying clients and the Standards for Public Defense Services adopted in 2011 by the Washington State Bar Association.

1. Exercise of Professional Judgment: Nothing in this Contract shall be construed to impair or inhibit the exercise of independent professional judgment by an attorney employed by the Public Defender Association with respect to any client wherein an attorney-client relationship has been established pursuant to the terms of this Contract;
2. Standards of Professional Conduct: Nothing in this Contract shall require or authorize any attorney to perform any acts in any manner proscribed by, or neglect to perform any duties required by, the Rules of Professional Conduct promulgated by the Supreme Court of the State of Washington as now or hereafter amended, or required or proscribed by applicable case law, Court rules or statute. This Contract shall neither require nor authorize any attorney to engage in any conduct deemed improper or unethical in opinions of the Washington State Bar Association.
3. Attorney-Client Privilege: Nothing in this Contract shall require or permit, without consent of the client concerned, access to or disclosure of:
 - (a) Any confidential communication made by a client to any attorney employed by the Public Defender Association or any such confidential communications made to agents or employees of the Association for such attorney;
 - (b) The advice given by an attorney to a client;
 - (c) The mental impressions, legal research or legal theories and strategies of counsel in preparation and presentation of legal proceedings undertaken pursuant to this

Contract; and

(d) Any other statements and materials privileged from disclosure in a court of law.

4. Attorneys Prohibited from Soliciting/Accepting Compensation From Clients: Attorneys employed by the Association shall not solicit or accept compensation from any client. An attorney may accept unsolicited non-monetary gifts with a value under \$75.

F. DEFENSE SERVICES TO BE PROVIDED

1. Representation of persons charged with felonies in the Snohomish County Superior Court;
2. Representation of persons charged with misdemeanors and gross misdemeanors in the Snohomish County District Court;
3. Representation of persons charged with felonies in the Snohomish County District Court;
4. Representation of persons filing a writ to the Snohomish County Superior Court from a Snohomish County District Court charge;
5. Representation of persons filing appeals in the Snohomish County Superior Court, pursuant to Criminal Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ);
6. Representation of persons appearing in Adult Drug Court;
7. Representation of persons appearing in Drug Offender Sentencing Alternative (DOSA) review hearings.
8. Representation of juveniles appearing before Juvenile Court for determination of probable cause, pursuant to JuCR 7.3;
9. Representation of juveniles charged with offenses in the Juvenile Court;
10. Representation of juveniles at show cause hearings in the Juvenile Court for modification of disposition orders pursuant to the provisions of JuCR 7.14;
11. Representation of juveniles appearing juvenile show cause calendars
12. Representation of juveniles at At-Risk-Youth (ARY), Child in Need of Services (CHINS) and Truancy proceedings;
13. Representation of persons against whom petitions are filed for civil commitment, pursuant to RCW Chapter 71.05;
14. Representation of persons against whom petitions are filed for civil contempt

proceedings by the State where incarceration is a possibility.

15. Representation of persons against whom petitions are filed for civil contempt proceedings by a private party where incarceration is a possibility.
16. Representation of persons appearing in Mental Health Court proceedings;
17. Provision of investigative services to aid in the preparation of the defense of clients of the Association;
18. Provision of information and legal counseling to juveniles related to Diversion, as requested by the Snohomish County Juvenile Court probation department;
19. Provision of information and legal counseling on a 24 hour basis to persons who have contacted the Association regarding specific criminal matters occurring in the County;
20. Appearance at the daily in-custody Superior Court video calendar and representation, solely for the purposes of that proceeding, of all persons appearing on the calendar who are not otherwise represented by counsel;
21. Appearance at the daily morning and afternoon in-custody District Court Video Calendars and representation of persons appearing in matters before the Court;
22. Appearance at out-of-custody arraignments in the four divisions of the Snohomish District Court to advise persons appearing without counsel; and
23. Provision of such other services as are assigned by the Office of Public Defense which are outside of the duties involved in a case. Such services may include, but are not limited to, representation of material witnesses and representation of persons reappearing before the trial courts for re-sentencing by an appellate court.
24. Representation of persons whose representation, under this Section F, was delayed by the COVID-19 Pandemic. For purposes of this subsection (24), this will include all matters subject to representation under this Section F that would have otherwise occurred between March, 2020, and December 2022, but for the Covid-19 Pandemic.

G. CASE CREDITS; DEFINITION OF CASE; DURATION OF CASE

1. One or more felony charges filed in a single information and resolved with no more than one trial or plea constitute one felony case credit. Charges filed against a defendant in separate informations will constitute separate felony case credits.
2. All misdemeanor charges arising out of a single incident, whether charged in multiple citations or complaints that are resolved with no more than one trial constitute one misdemeanor case credit. Charges filed against a defendant arising out of separate incidents will constitute separate misdemeanor case credits.

3. One or more felony charges filed in a single complaint in district court where the prosecuting attorney has made an offer to reduce the charge or charges to one or more misdemeanors or gross misdemeanors constitute one expedited case. An expedited case shall count as one (1) misdemeanor credit.
4. Felony or misdemeanor counts severed at or before trial constitute separate felony or misdemeanor case credits.
5. Felony and misdemeanor cases reset for trial after a hung jury or other mistrial constitute another case credit.
6. A new trial or sentencing ordered by the trial or appellate court for a felony or misdemeanor case constitutes a separate case credit.
7. Felony and misdemeanor cases commence upon formal referral of a client to the Association by the Administrator, or upon a direct appointment by a Judge.
8. Except as provided in G. 14 (below) of this Schedule, a criminal case is concluded when all charges are dismissed by the prosecuting attorney, the case is dismissed by the Court, the client is acquitted on all charges or the client is sentenced after conviction.
9. A referral for pre-charging representation shall count as a case credit. If the pre-charged case is filed as a criminal charge within 6 months of the assignment, the charged case shall not be assigned as an additional case credit. If the pre-charged case is filed as a criminal charge after 6 months of the pre-charging assignment of the case, the charged case shall count as a case credit in addition to the pre-charging case credit.
10. An expedited case is completed at the time the client pleads guilty and is sentenced or when the charges are dismissed by the district court.
11. A post-conviction hearing ordered by the Superior Court at the time of sentencing, to be heard within six months, is considered part of the same felony case and will not constitute an additional case credit.
12. Superior Court post-conviction hearings, not specifically set at the time of sentencing or held more than six months after entry of the judgment and sentence, are not considered part of the same felony case and shall constitute .5 case credits.
13. Superior Court post-convictions hearings for: 1) review after an entry of an order finding the defendant not guilty by reason of insanity, and 2) post-conviction review of life sentences imposed on former youths shall constitute one case credit.
14. Representation in a Persistent-Offender case, where the assigned client is facing a mandatory life-sentence based on prior convictions, shall constitute one credits for each month the case is open.
15. A felony case which was closed because the court had issued a bench warrant for the

defendant and had struck further court dates will be part of the same case when the warrant is quashed or served and new court dates are set, unless the bench warrant is resolved more than six months after it was ordered. If the defendant returns from a bench warrant six months after the warrant was issued, the case shall count as an additional case credit.

16. A misdemeanor case referred to the Association by the Administrator for the first time subsequent to the conviction of the defendant for purposes of a sentencing hearing or for post-sentence review is considered a misdemeanor and shall count as one half of a misdemeanor case credit regardless of the amount of work performed.
17. One civil contempt case filed by the State shall count as one case credit. A civil contempt case filed by a private party shall count as one case so long as it does not last beyond three court hearings. A civil contempt case initiated by a private party which lasts longer than three hearings shall be considered an additional case credit.
18. Complex cases requiring extraordinary credits shall be authorized as the Administrator determines reasonably necessary for the Association to fulfill its obligations under this Contract. Complex cases can include, but are not limited to, aggravated murder cases, and/or cases with: abnormally voluminous discovery, abnormally high number of reasonably necessary and documented attorney work hours, witnesses residing in other states and/or countries, complicated legal theories, complicated defenses not associated, or infrequently charged felonies. A case requiring additional counsel for professional qualifications required by Indigent Defense Standard 14.2 is a Complex case.
19. Representation of material witnesses shall be considered a case credit.
20. Limitations on Felony Case Credits.
 - a. A felony case which is dismissed upon the motion of the prosecuting attorney before any legal services have been provided to the defendant will not count as a felony case credit.
 - b. A felony case in which the defendant hires private counsel, or which is determined to be a conflict of interest, before the Association has performed 2 hours of non-administrative work will not count as a felony case credit.
21. Limitations on Misdemeanor Case Credits.
 - a. A misdemeanor case which is dismissed upon the motion of the prosecuting attorney before any legal services have been provided to the defendant will not count as a misdemeanor case credit.
 - b. A misdemeanor case in which the defendant hires private counsel, or which is determined to be a conflict of interest, before the Association has performed 1 hour of non-administrative work will not count as a misdemeanor case credit.

- c. If the Association has performed up to 2 hours of non-administrative work when the defendant hires private counsel or the case is determined to be a conflict of interest, the case will be counted as half of a misdemeanor case credit.
22. Upon termination of a case as defined in G.8 of this Schedule, representation by the Association shall cease.

H. STAFFING FOR FELONY AND MISDEMEANOR CASES

1. As the 2024 Contract period begins, the Association will assign 20 attorneys for full-time duty to handle the felony cases assigned to it. Caseloads for attorneys providing services under this Contract will be consistent with Standard 3 of the WSBA Standards for Indigent Defense Standards (Revised September 1, 2021).
2. A minimum of 10 lawyers representing indigent clients in misdemeanor matters shall be provided for under the terms of this Contract. Caseloads for attorneys providing services under this Contract will be consistent with Standard 3 of the WSBA Standards for Indigent Defense Standards (Revised September 1, 2021).
3. To address the backlog of cases created by the COVID-19 Pandemic, the Association will employ a minimum of five (5) FTE Level 2 Felony Lawyers, one and one half (1.5) FTE Level 2 investigators, and one and one half (1.5) FTE Level 3 Legal Assistants, in order to provide representation under subsection F.24.

I. JUVENILE OFFENDER CASES

1. A juvenile offender case is defined as one or more juvenile offender charges filed in a single information with a unique cause number under provisions of RCW 13.40.070. A juvenile offender case begins with the filing of the information or upon first appearance of the client who has been taken into custody without a warrant and is completed when all matters within the scope of the case are permanently resolved.
2. The Association will receive caseloads for two full-time attorney positions and will provide all legal services for these cases.
3. Cases returned to the Administrator for reassignment pursuant to Section B.10 of this Schedule, because of a conflict of interest arising before one hour of non-administrative work has been performed, and cases taken over by privately retained counsel before one hour of non-administrative work has been performed will be subtracted from the count of cases.
4. Caseloads for attorneys providing services under this Contract will be consistent with Standard 3 of the WSBA Standards for Indigent Defense Standards (Revised September 1, 2021) juvenile offender filings increase beyond the caseload limits, the Association will cooperate with the Administrator and other contractors to provide the additional attorney services in a manner consistent with the above-stated caseload standard.

5. The Association will also provide legal services for show cause hearings held pursuant to JuCR 7.14 for juveniles whose attorneys have withdrawn or whose supervision was transferred to Snohomish County from another county. These cases will be counted in the totals for juvenile offender cases pursuant to Section I.4. (above) of this Schedule at the rate of .5 credit per case.

J. RALJ/WRIT

1. A post-conviction case is defined as one cause number filed by the Association pursuant to Washington Rules for Appeal of Decisions of Courts of Limited Jurisdiction or RCW 7.16.
2. The Association will receive caseloads for two (2,0) full-time attorney positions and will provide all legal services for these cases.
3. Cases returned to the Administrator for reassignment pursuant to Section B.4 of this Schedule, because of a conflict of interest arising before one hour of non-administrative work has been performed, and cases taken over by privately retained counsel before one hour of non-administrative work has been performed will be subtracted from the count of cases.
4. The maximum yearly caseload of a full-time attorney must be consistent with WSBA indigent defense standard 3. Should filings increase beyond the caseload limits, the Association will cooperate with the Administrator and other contractors to provide the additional attorney services in a manner consistent with the above-stated caseload standard.

Schedule B

RECORDS AND REPORTS

A. RECORDS

1. **Establishment and Maintenance of Records:** Records of all matters covered by this Contract shall be maintained by the Association in accordance with requirements prescribed by the County and the Administrator. Except as otherwise authorized by the Administrator, such records shall be maintained for a period of not less than five years after closure of each case or not less than five years after receipt of final payment pursuant to this Contract, whichever is later.
2. **Documentation of Costs:** All costs of the Association shall be supported by properly executed payroll, time records, invoices, contracts, and/or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, drafts, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible to the County and the Administrator.
3. **Internal Control:** The Association shall establish a system of internal control, which will conform to the general principles of accounting. Internal control comprises the plan or organization and the coordinate methods and measures adopted by an organization to safeguard its assets, check the adequacy and the reliability of its accounting data and to promote operating efficiency.

B. ATTORNEY TIME RECORDS

Each attorney performing services under this Contract shall maintain records of all hours and increments of hours spent on each individual case and the nature of the work completed during the documented time. The nature of the work shall be fall into one of the following categories: case work, client communication, court, interview. Records shall be updated and completed and the case closed within 30 days of the judgment and sentence, acquittal, dismissal, or conclusion of representation. Records shall be used outside the agency to compute average times per task and class of case to develop a case credit system reflective of the hours worked.

C. REPORTS AND INFORMATION

The Association shall, within ten days of the close of each month, submit a monthly statement to the Administrator for payment of its expenses for the previous month. In the County's discretion, the County may pay the Association in advance for services rendered, in which case such monthly statement shall be submitted by Association at the close of each month and County shall confirm the Association's completion of services paid in advance under this Agreement. The statement will include the following Expenses:

- a. Administrative Expenses, pursuant to Section A.1. of **Schedule C**;
 - b. Legal Supervisors, pursuant to Section A.2. of **Schedule C**;
 - c. IT Staff Specialist; pursuant to Section A.3. of **Schedule C**;
 - d. Administrative Expenses for Fund 124, pursuant to Section A. 4. of **Schedule C**;
 - e. Initial Felony Expenses, pursuant to Section A.5. of **Schedule C**, subject to any adjustments made pursuant to Sections C.1. or C.2. of **Schedule C**;
 - f. Initial Misdemeanor Lawyer Expenses, pursuant to A.5. of **Schedule C**, subject to any adjustments made pursuant to Sections C.1 or 2 of **Schedule C**;
 - g. Fund 124 Felony Lawyer Expenses, pursuant to Section A.6. of **Schedule C**,
 - h. Calendar Lawyer Expenses, pursuant to Section A.7.of **Schedule C**;
 - i. Civil Commitment Lawyer Expenses, pursuant to Section A.8. of **Schedule C**;
 - j. Adult Drug Court Lawyer Expenses, pursuant to Section A.9. of **Schedule C**;
 - k. Mental Health Court Lawyer Expenses, pursuant to Section A.11. of **Schedule C**;
 - l. Juvenile Offender Lawyer Expenses, pursuant to Section A. 12 of **Schedule C**;
 - m. Juvenile Show Cause Offender Lawyer Expenses, pursuant to Section A. 13 of **Schedule C**;
 - n. At Risk Youth (ARY), Child in Need of Services (CHINS) and Truancy lawyer expenses, pursuant to Section A. 14. of **Schedule C**;
 - o. Civil Contempt Attorney Expenses, pursuant to Section A. 15. of **Schedule C**;
 - p. Post-Conviction Lawyer Expenses, pursuant to Section A.16. of **Schedule C**;
 - q. Investigator Expenses, pursuant to Section A. 17. of **Schedule C**;
 - r. Social Worker Expenses, pursuant to Section A. 18. of **Schedule C**.
 - s. General Fund Overhead Expenses, pursuant to Section A.19 of **Schedule C**.
 - t. Fund 124 Overhead Expenses, pursuant to Section A.20. of **Schedule C**.
 - u. Other Legal Expenses pursuant to Section A.21. of **Schedule C**.
2. The statement shall also include a report setting forth the number of felony, misdemeanor, juvenile, and civil contempt court cases assigned during that month and any adjustments, to those numbers.
 3. Within ten calendar days, the Administrator shall approve or require revision of the report and shall upon approval of same, submit a voucher to the County for payment to the Association once per month.
 4. At such times and in such forms as the Administrator may require, the Association shall furnish any and all statements, records, reports, data and information which the County may require pertaining to matters covered by this Contract.

Schedule C

COMPENSATION

A. BASIC COMPENSATION

The County shall pay the Association \$16,207,365.00 for the following services as required by Schedule A:

1. Administrative Expenses: Administrative Expenses include (a) salaries and benefits for the Director, Office Manager, and Operations Manager, (b) salaries and benefits of the Assistant Director, and (c) salaries and benefits for 16.75 administrative staff.
2. Supervising Lawyer: The supervising lawyer includes the salaries and benefits for the Association's four full-time (4.0) lawyers supervising misdemeanor attorneys (2 FTE), felony attorneys (2 FTE). Three (3) FTE are funded from the general fund and one (1) FTE from Fund 124.
3. ITA Supervising Lawyer: The ITA supervising lawyer includes the salary and benefits for the Association's one full-time (1 FTE) Civil Commitment lawyer supervising attorney.
4. IT Specialist: The IT Specialist includes the salary and benefits for the Association's one full time (1) IT staff specialist.
5. Administrative Expenses for Fund 124: Salaries and benefits for 2.5 clerical position to support attorneys funded from Fund 124.
6. Initial Felony and Misdemeanor Lawyer Expenses: Initial Felony and Misdemeanor Lawyer Expenses include the salaries and benefits for the lawyers doing felony and misdemeanor caseloads as the 2024 Contract period begins. The Association will employ 20 lawyers to handle the number of felony case credit assignments and 10 lawyers to handle the number of misdemeanor case credit assignments. (F(1),(2), and (4) of Schedule A).
7. Fund 124 Felony Lawyer Expenses: Fund 124 Lawyer Expenses include the salary and benefits for one (1 FTE) full-time lawyer representing persons charged with felonies and in which the case involves mental health and/or controlled substance use.
8. Calendar Lawyer Expenses: Calendar Lawyer Expenses include the salaries and benefits for one (3.0) full-time equivalent lawyers representing persons (a) at proceedings on the morning and afternoon in-custody District Court Video Calendars (b) Everett District Felony Calendar, and (c) Superior Court Calendars (F(3), (20), and (21) of Schedule A).
9. Civil Commitment Lawyer Expenses: Civil Commitment Lawyer Expenses include the salaries and benefits for eight and a half (8.5) full-time equivalent lawyer representing

persons in civil commitment proceedings (F(13) of Schedule A).

10. Adult Drug Court Lawyer Expenses: The Adult Drug Court Lawyer Expenses include the salary and benefits for one half (0.5) full-time equivalent lawyer representing persons in Drug Court proceedings (F(6) of Schedule A).
11. Drug Offender Sentencing Alternative (DOSA) Lawyer Expenses: The DOSA Lawyer expenses include the salary and benefits for one half (0.5) full-time equivalent lawyer representing persons in DOSA proceedings (Schedule F.7 of Schedule A). The County shall pay the Association \$60,192 for its DOSA Lawyer Expenses.
12. Mental Health Court Lawyer Expenses: Mental Health Court Lawyer Expenses include the salary and benefits for one half time (0.5) full-time equivalent lawyer representing persons in Mental Health Court proceedings (F(16) of Schedule A).
13. Juvenile Offender Lawyer Expenses: Juvenile Offender Lawyer Expenses include the salaries and benefits for the lawyers doing juvenile offender cases. The Association will employ two (2) full-time equivalent lawyers to handle its juvenile offender cases. (F(9) of Schedule A).
14. Juvenile Show Cause Lawyer Expenses: The Juvenile Drug Court Lawyer Expenses include the salary and benefits for one half (0.5) full-time equivalent lawyer representing juveniles in Juvenile Drug Court proceedings (F(10) of Schedule A).
15. At Risk Youth (ARY), Child in Need of Services (CHINS) and Truancy Lawyer Expenses: At Risk Youth (ARY), Child in Need of Services (CHINS) and Truancy Lawyer Expenses include the salary and benefits for one (1.0) full-time equivalent lawyer representing juveniles at ARY, CHINS and Truancy proceedings (F(12) of Schedule A).
16. Civil Contempt Lawyer Expenses: The Civil Contempt Lawyer Expenses include the salary and benefits for a two (2) full-time equivalent lawyers representing persons in civil contempt cases (F(14) and (15) of Schedule A).
17. RALJ/Writ Expenses: Post-Conviction Lawyers include the salaries and benefits for two (2.0) full-time equivalent lawyers representing petitioners in Post-Conviction cases in Snohomish County Superior Court. (F(5) of Schedule A).
18. Investigator Expenses: Investigator Expenses include the salaries and benefits for the Association's eight (8.5) investigators. (F(17) of Schedule A).
19. Social Worker Expenses: The Social Worker Expenses include the salaries and benefits for the Association's three (3.0) social workers.
20. Overhead Expenses: The County shall pay the Association for the overhead associated with the employment of each funded position.

21. Fund 124 Overhead: The County shall pay the Association for the overhead associated with the employment of each position funded through Fund 124.
22. Other Legal Services Expenses: The County shall pay the Association for the Other Legal Services performed, as negotiated by the Administrator and Director and based on the Association's attorney salary scale, benefits, and overhead. (F(23) of Schedule A).
23. Covid-19 Backlog. The County will pay the Association for Covid-19 Backlog services.
24. Cost of Living Allocation ("COLA"). In the event County employees receive a COLA during 2024, the parties will amend the contract to increase the salaries of all Association employees providing services under this Agreement in an amount equal to the COLA received by County employees of an equivalent employee classification.

B. RATE OF COMPENSATION

1. Compensation for Administrative Expenses, Fund 124 Administrative Expenses, Supervising Lawyer Expenses, IT Specialist Expenses, Initial Felony Lawyer Expenses, Initial Misdemeanor Lawyer Expenses, Fund 124 Felony Lawyer, Calendar Lawyer Expenses, Civil Commitment Lawyer Expenses, Drug Court Lawyer Expenses, DOSA Lawyer Expenses, Mental Health Court Lawyer Expenses, Juvenile Offender Lawyer Expenses, Civil Contempt Lawyer Expenses, RALJ Lawyer Expenses, Investigator Expenses, Social Worker Expenses, Overhead Expenses, Fund 124 Overhead Expenses (Section A, 1 through 21 of this Schedule), and Covid-19 Back expenses shall be paid in equal monthly installments of one twelfth (1/12) of the total expenses. Association shall submit a monthly invoice for these expenses. Along with each monthly invoice, the Association shall submit a signed Cost Certification for Covid-19 Backlog Expenses in the form of Schedule D.
2. Compensation for Other Legal Services Expenses (Section A. 22 of this Schedule) shall be paid upon submittal of monthly invoice.

SCHEDULE D

CLFR TERMS AND CONDITIONS

The County has appropriated funds from its portion of Coronavirus Local Fiscal Recovery Funds (“CLFR”) pursuant to the American Rescue Plan Act (ARPA), PL 117-2, section 9901, codified at 42 U.S.C. Section 802 *et seq.* to be used to pay for Covid-19 Backlog services as set forth in that certain Contract for Snohomish County Public Defender Program (the “Agreement”) between Snohomish County and the Snohomish County Public Defender Association dated December 16, 2021. These CLFR Terms and Conditions apply to the Association’s provision of Covid-19 Backlog services, for which the County has agreed to pay an amount not to exceed \$853,300. In case of conflict between these CLFR Terms and Conditions and the Agreement, the following order of priority shall be used: (1) CLFR Terms and Conditions and (2) the Agreement.

Prior to receiving payment for Covid-19 Backlog services, the Association shall provide the County the following documents completed to the County’s satisfaction:

- Cost Certification for Covid-19 Backlog Expenses, in the form attached hereto as Attachment D-1, to be submitted with each monthly invoice in which the Association seeks payment for Covid-19 Backlog services.
- Lobbying Certification, in the form attached hereto as Attachment D-2
- If activity occurs, Lobbying Disclosure Form, in the form attached hereto as Attachment D-3
- Civil Rights Certification, in the form attached hereto as Attachment D-4

I. TERMS AND CONDITIONS

Association agrees to comply with Section 603(c) of the Social Security Act, regulations as promulgated by the Department of Treasury (31 CFR Part 35) as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended. The Association shall also comply with regulatory requirements under the Uniform Guidance at 2 CFR Part 200.

A. Compliance with Specific Laws, Regulations, and Agreements.

The Association also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Association shall require compliance of the same in any contract it enters into with other parties relating Covid-19 Backlog services. Federal regulations applicable to the funding provided in this Agreement include, without limitation, the following:

1. 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation, including, Subpart A (Acronyms and Definitions), Subpart B (General Provisions), Subpart C (Pre-Federal Award Requirements and Contents of Federal Awards) [excluding 204 (Notices of Funding Opportunities), 205 (Federal awarding agency review of merit of proposal), 210 (Pre-Award Costs), 213 (Reporting a determination of a non-federal entity is not qualified for a federal award)], Subpart D (Post Federal Award Requirements) [excluding 305(b)(8) and (9) regarding Federal Payment, 308 (Revision of budget or program plan), 309 (modification to period of performance)], Subpart E (Cost Principles), and F (Audit Requirements).
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R., Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a requirement in all lower tier covered transactions that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
7. New Restrictions on Lobbying, 31 CFR Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations. The Association shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended.
10. Hatch Act. Association agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. 1501 and 7324-7328), which limits certain political activities of federal employees as well as certain other employees who work with federal funding programs.

11. The Association shall include the language in this Section 1, adapted for the proper parties, in any subcontract for services, subject to the terms and conditions of Schedule D and Attachments.

B. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Association may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an agreement) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for agreement or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Contractor or its subcontractors who has the responsibility to investigate, discover, or address misconduct.

3. Association shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.
4. The Association shall include the above clauses 1-3, adapted for the proper parties, in any subcontract for services, subject to the terms and conditions of Schedule D and Attachments.

C. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Association should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

The Association shall include the above clause, adapted for the proper parties, in any subcontract for services, subject to the terms and conditions of Schedule D and Attachments.

D. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Association should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Association should establish workplace safety policies to decrease accidents caused by distracted drivers.

The Association shall include the above clause, adapted for the proper parties, in any subcontract for services, subject to the terms and conditions of Schedule D and Attachments.

E. Nondiscrimination

In addition to the nondiscrimination provisions in Sections 15 of the Agreement, the Association shall comply with the following statutes and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance.
2. The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. The American with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.

F. Conflicts

The Association's employees, subcontractors and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business or other ties. The Association understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. 200.318(c). The Association shall disclose to the County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. 200.112.

The Association shall include the above clause, adapted for the proper parties, in any subcontract for services, subject to the terms and conditions of Schedule D and Attachments.

G. [Intentionally Deleted]

H. Capacity

The Association, by signing this Agreement, acknowledges that it has the institutional, managerial, and financial capability to ensure proper planning, management, and provision of the services funded. If at any time, the Association believes its capacity is compromised or Association needs technical assistance, it shall immediately notify the County. The County will make best efforts to provide timely technical assistance to the Contract to bring the Agreement into compliance.

The Association shall include the above clause, adapted for the proper parties, in any subcontract for services, subject to the terms and conditions of Schedule D and Attachments.

I. Remedial Action

In the event of the Association's noncompliance with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of the federal award funding this Agreement, Treasury or the County may take remedial action as set for the 2. C.F.R. 200.339.

J. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment; Compliance with 2 C.F.R. 283

The Association shall comply with 2 C.F.R. 200.216 and shall require compliance with 2 C.F.R. 200.216 in any subcontract.

Association shall exercise due diligence to ensure that none of the funds, including supplies and services, received under this Agreement are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The Association must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subcontract.

K. Preferences for Procurements

As appropriate and to the extent consistent with law, the Association should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracting agreements and purchase orders for work or products under this Agreement.

For purposes of this Subsection:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction material composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

II. FISCAL MANAGEMENT

Every subcontract approved by the County and entered into by the Association under this Agreement shall be in writing and shall incorporate all of the clauses in this Section II, with word changes where appropriate to properly identify the parties to the subcontract. If the Association is a non-federal entity as defined in 2 CFR Part 200.69 and expends \$750,000.00 or more in Federal awards during its fiscal year, the Association shall meet the audit requirements of 2 CFR Part 200 Subpart F.

A. Accounting Standards

The Association agrees to comply with OMB Uniform Guidance and 2 CFR part 200 and to adhere to the accounting principles and procedures required therein, to use adequate internal controls, and to maintain necessary source documentation for all costs incurred.

B. Audit and Recovery

All disbursements of funds to the Contractor under this Agreement shall be subject to audit and recovery of disallowed costs from the Contractor. In the event of Contractor's noncompliance with Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the County may impose additional conditions or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 603(c) of the Social Security Act regarding the use of funds, funds shall be subject to recoupment.

1. The Association shall maintain its records and accounts so as to facilitate the County's audit requirement and shall ensure that subcontractors also maintain auditable records.
2. The Association is responsible for any audit exception incurred by its own organization or that of its subcontractors.
3. The County reserves the right to recover from the Association all disallowed costs resulting from the audit.
4. The Association shall follow-up on and develop corrective action plans for all audit findings.

C. Accounting for Funds

In the event of an audit, the Association shall account for all funds provided under this Amendment No. 1, for Covid-19 backlog services, and shall demonstrate that the funds have only be used as provided for in this Agreement.

D. Repayment of Funds to County/Recoupment

The Association shall return funds disbursed to it by the County for Covid-19 backlog services, under this Amendment No. 1 for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events:

1. If Association has any unspent funds received for Covid-19 backlog services on hand as of the earlier of the end date of this Agreement or the termination of this Agreement under Section 17 of the Agreement, Association shall return all unspent funds to the County within ten (10) calendar days of end date or termination.
2. If overpayments are made; or
3. If an audit of the Project by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by the Section 603 of the Social Security Act, other applicable laws, Treasury's

implementing regulations, guidance, or any reporting or other program requirements, the U.S. Department of the Treasury, the County, or this Agreement.

To exercise recoupment or repayment, the County shall make a written demand upon the Association for repayment, the Contractor shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. No exercise of the County of the right to demand repayment of funds by the Association shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Association may be exercised as often as necessary to recoup from the Association all funds required to be returned by the County to the U.S. Department of the Treasury.

The Association is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

E. Debts Owed the Federal Government.

1. Any funds paid to Association in excess of the amount to which Association is finally determined to be authorized to retain under the terms of this Agreement, that are determined by the Treasury Office of Inspector General to have been misused or that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Association shall constitute a debt to the federal government.
2. Any debts determined to be owed the federal government must be paid promptly by Association. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Association knowingly or improperly retains funds that are a debt as defined in paragraph 1 of this subsection, Treasury will take any actions available to it to collect such a debt.
3. Any debts determined to be owed to the County must be promptly paid by Association. A debt is delinquent if it has not been paid by the date specified in County's initial written demand for payment, unless other satisfactory arrangements have been made or if the Association knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.

F. Cost Principles

The Association shall administer its provision of services in conformance with OMB Uniform Guidance and 2 CFR part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding under this Agreement. The Association is not required to provide cost sharing or matching funds under this Agreement.

H. No Advance Payment

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

I. Debarment and Suspension Certification

The Association is required to comply with the provisions of Executive Order 12549, Executive Order 12689, 2 CFR 180. The Association, by signing the Agreement, certifies that to the best of its knowledge and belief that:

1. The Association is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency;
2. That the Association has not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offenses in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. The Association is not presently indicted for or otherwise criminal or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this subsection; and
4. The Association has not within a three (3) year period preceding the signing of this Agreement had one or more public transaction (Federal, state, or local) terminated for cause of default.

The Association agrees to include the following required language in all subcontracts into which it enters resulting directly from the Association's duty to provide services under this Agreement:

The lower tier subcontractor certified, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the lower tier subcontractor is unable to certify to any of the statements in the contract, such subcontractor shall attach an explanation to the Agreement.

III. ADDITIONAL REQUIREMENTS

A. Procurement

Unless specified otherwise in this Agreement, the Association shall procure all materials, property, supplies, or services in accordance with the requirements of 2 C.F.R. § 200.318; Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 24 C.F.R. § 135; and 24 C.F.R. § 576.404. The Association, in subcontracting, shall comply with 2 C.F.R. § 321(b)(1-5).

B. Political Activities

The Association agrees that no funds provided, nor personnel employed, under this Agreement shall be in any way or to any extent be applied to, or engaged in, the conduct of political activities in violation of 24 CFR § 570.207(a)(3).

C. Public Information

1. The Association shall ensure recognition of the role of the County in providing services through this Agreement. All activities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.
2. Any publication produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0194 awarded to Snohomish County by the U.S. Department of Treasury.”
3. The Association shall include clause 2 of this subsection in any subcontract for services, subject to the terms and conditions of Schedule D and Attachments.

IV. RECORDS

In addition to provisions of Section 4 (Records and Reports) and Schedule B4 of the Agreement, Association shall comply with the following:

- A. The Association shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, Treasury’s

implementing regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Association shall also maintain:

5. Records used for data collection for reports as required
 6. Records of compliance with conflict of interest requirements
 7. Records of compliance with the nondiscrimination requirements
 8. Financial Records, including supporting documentation for all costs submitted via Invoice
 9. Any other reporting obligations established by the U.S. Department of the Treasury as they relate to this award.
- B. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, and the County shall have the right of access to records required in Section IV of this Schedule D, Section 4 of the Agreement, and Schedule B of the Agreement (electronic and otherwise) of the Association in order to conduct audits.
- C. The Association shall include the clauses A and B above, adapted for the proper parties, in any subcontract for services subject to the terms and conditions of Schedule D and Attachments.

V. AFTER-THE-AGREEMENT/CLOSE-OUT REQUIREMENTS

The Association's obligation to the County shall not end until all close-out requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Association has control over American Rescue Plan Section 9901 Coronavirus State and Local Fiscal Recovery Funds dollars. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work has been completed.

VI. FALSE STATEMENTS

Association understands that making false statements or claims with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreement, and/or any other remedy available by law.

The Association shall include the above clause, adapted for the proper parties, in any subcontract for services subject to the terms and conditions of Schedule D and Attachments.

VII. DISCLAIMER

The United States has expressly disclaimed any and all responsibility or liability to the County or third persons for the actions of the County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds to the County under section 603(c) of the Act, or any Agreement or subcontract under such award.

The County expressly disclaims any and all responsibility or liability to the Association or third persons for the actions of the Association or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of the Agreement, or any subcontract thereto.

The Agreement does not in any way establish an agency relationship between or among the United States, the County, and Association.

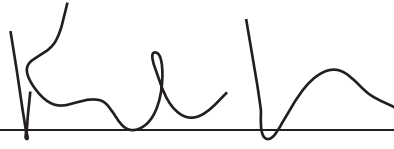
The Association shall include the above Disclaimer clauses, adapted for the proper parties, in any subcontract for services subject to the terms and conditions of Schedule D and Attachments.

**ATTACHMENT D-1
COST CERTIFICATION FORM FOR COVID-19 BACKLOG EXPENSES**

1. I have the authority and approval from the governing body of the Association to request reimbursement from Snohomish County from the County's allocation of the CLFR as created in Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") for eligible expenditures included on the corresponding invoice for the reporting period from March 3, 2021 through December 31, 2024.
2. I understand Snohomish County will rely on this certification as a material representation in processing this reimbursement.
3. I certify the use of funds submitted for reimbursement from CLFR funds under this Agreement were used only to cover those costs in accordance Section 9901 of the American Rescue Plan Act of 2021, regulations promulgated by Department of Treasury at 31 CFR Part 35, and Department of Treasury FAQs and guidance.
4. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued. I have reviewed the Section 9901 of the American Rescue Plan Act of 2021, the regulations at 31 CFR Part 35, and Department of Treasury (Treasury) FAQs and guidance and certify costs meet the parameters set forth therein. Any funds expended by the Association or its subcontractor(s) in any manner that does not adhere to the Section 9901 of the American Rescue Plan Act of 2021, the regulations at 31 CFR Part 35 and Treasury FAQs and guidance shall be returned to the County for return to the Treasury.
5. I understand the Association receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Section 200.333—Retention Requirements for Records. Such documentation shall be produced for the County upon request and may be subject to audit by state and/or federal representatives.
6. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
7. I understand funds received pursuant to this certification cannot be used for expenditures for which the Association has received any other funding (whether state, federal or private in nature) for the same expense.

By signing this document, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

SNOHOMISH COUNTY PUBLIC DEFENDER
ASSOCIATION

By:  _____

Name and Title: Kathleen Kyle, Executive Director

Date: 01.02.2024

**ATTACHMENT D-2, CERTIFICATION REGARDING LOBBYING
AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

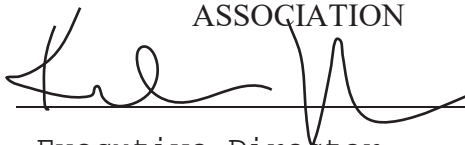
(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that I have read and understood the obligations described above, that the Contractor is in compliance with the above-described requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

SNOHOMISH COUNTY PUBLIC DEFENDER
ASSOCIATION

By:



Title:

Executive Director

Date:

01.02.2024

ATTACHMENT D-3. LOBBYING DISCLOSURE FORM

52323

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> (attach Continuation Sheet(s) SF-LLL-A, if necessary) | | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> (attach Continuation Sheet(s) SF-LLL-A, if necessary) |
| 11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL-A if necessary) | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Tele. No.: _____ Date: _____ | |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form - LLL |

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

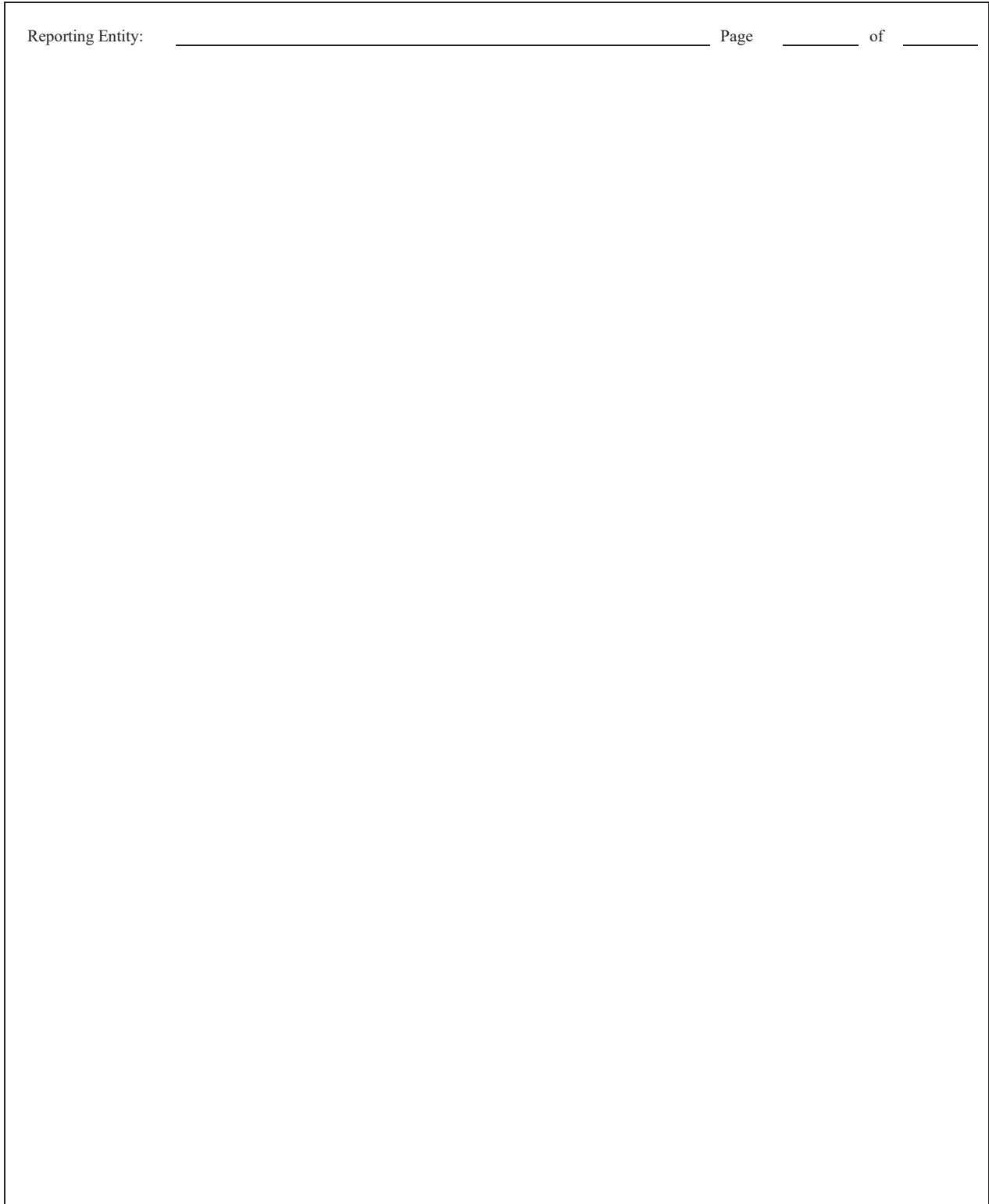
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the service that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____



**ATTACHMENT D-4, CIVIL RIGHTS CERTIFICATION
AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901**

The funds provided to Association are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

The Association understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through Snohomish County, the Association named below (hereinafter referred to as the “Contractor”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Contractor’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or fund made available through the Department of Treasury.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Contractor’s program(s) and activity(ies), so long as any portion of the Contractor’s program(s) or activity(ies) is federally assisted in the manner prescribed above

The Contractor certifies the following:

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.

3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.
5. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Contractor and Contractor's subgrantees, contractors, subcontractor, successor, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Contractor understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.
7. Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Contractor shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Contractor shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.

9. Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, the Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.


10. If the Contractor makes sub-awards to other agencies or other entities, the Contractor is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- recipients.

11. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

I hereby certify that I have read and understood the obligations described above, that the Contractor is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

SNOHOMISH COUNTY PUBLIC DEFENDER ASSOCIATION

By:



Title:

Executive Director

Date:

01.02.2024
