

CONTRACT FACE SHEET

1. Recipient

Snohomish County
3000 - Rockefeller, Mailstop 209
Everett, WA 98201

2. Recipient Representative

Jason Schwarz
Jason.Schwarz@co.snohomish.wa.us
425-388-3032

3. Office of Public Defense (OPD)

711 Capitol Way South, Suite 106
PO Box 40957
Olympia, WA 98504-0957

4. OPD Representative

Geoffrey Hulseley
geoffrey.hulseley@opd.wa.gov
(564) 999-6610

5. Distribution Amount

\$938,248.38

6. Period of Use

Wednesday, July 1, 2026 through Wednesday, June 30, 2027

7. Recipient Statewide Vendor Number:

SWV0002794-01

8. Contract Identification Number:

FY270136

9. Purpose

Chapter 10.101 RCW county awards are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.

10. Acknowledgment

The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Contract and any attachments, exhibits and hyperlinked documents herein, and have executed this Contract on the date below. The rights and obligations of both parties are governed by this Contract and the other documents incorporated by reference.

11. Authority

The terms and conditions of this Contract are an integration of and constitute the final, entire, and exclusive understanding of the agreement between the parties, superseding and merging all previous agreements, writings, and communications between the parties made prior to or at the signing of this Contract. The parties signing below warrant they have read and understand this Contract and have authority to enter into this agreement.

INTERAGENCY AGREEMENT

between

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

and

Snohomish County

CONTRACT NUMBER FY270136

1. PARTIES TO THE AGREEMENT

This Interagency Agreement (IAA) is made and entered into by and between the State of Washington acting by and through the Washington State Office of Public Defense, hereinafter referred to as "OPD," and Snohomish County, hereinafter referred to as "Contractor" or "Recipient". Collectively will be known as the "parties" and individually as the "party".

2. PURPOSE

The purpose of this Contract is to improve the quality of legal representation directly received by indigent defendants. Chapter 10.101 RCW county distributions are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.

3. PERIOD OF USE

Subject to its other provisions, the period of agreement under this Contract will be Wednesday, July 1, 2026 through Wednesday, June 30, 2027, unless terminated sooner or extended, as provided herein.

4. DISTRIBUTION AMOUNT

The Distribution Amount is \$938,248.38 and shall be used for the authorized improvements to public defense in accordance with the section titled Permissible Use of Funds.

Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Contract in writing to increase or decrease the award amount.

5. PROHIBITED USE OF FUNDS

The following are prohibited uses of improving public defense award funds.

- A. Funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of RCW 10.101.070 funds.
- B. Funds cannot be spent on purely administrative functions or billing costs.
- C. Funds cannot be used for indigency screening costs.

- D. Funds cannot be used for technology systems or administrative equipment intended for county administrative staff, court staff or judicial officers.
- E. Funds cannot be used for county attorney time, including advice on public defense contracting.
- F. Funds cannot be used in-court interpreter services required under Chapter 2.43 RCW.
- G. Funds cannot be used for pre-trial monitoring of public defense clients (e.g., SCRAM, EHM, UA).

6. PERMISSIBLE USE OF FUNDS

Recipient agrees to use the RCW 10.101.070 funds to improve the quality of legal representation directly received by indigent defendants. See Chapter 10.101 RCW and OPD Policy County/City Use of State Public Defense Improvement Funds for guidelines regarding permitted uses of state public defense improvement funds. The following purposes are permissible uses of the funds:

- A. Creating or expanding a county or regional public defense agency
- B. Funding an attorney coordinator to manage public defense attorney contracts
- C. Adding attorneys to reduce public defense caseloads
- D. Adding investigator services
- E. Adding expert services
- F. Increasing public defense attorney compensation
- G. Providing public defense services at preliminary appearance calendars
- H. Providing social work or sentencing mitigation as part of public defense representation
- I. Providing interpreter services for attorney-client interviews and communications
- J. Reimbursement of training costs
- K. Investment in technological solutions (e.g., case management systems)
- L. Paying membership dues to organizations that support public defense training, practice, or advocacy (Examples: WSBA, ABA, WDA, WACDL, NAPD, NACDL)
- M. Increase support staff to reduce attorney workloads
- N. Professional evaluation of public defense system performance by a public defense expert
- O. Other

Recipient agrees to use the funds from Wednesday, July 1, 2026 through Wednesday, June 30, 2027.

If Recipient is unable to use the funds during the period of agreement, the Recipient agrees to notify OPD to determine what action needs to be taken.

Recipient agrees to deposit the RCW 10.101.070 funds within 14 days of receipt if Recipient's Statewide Vendor (SWV) registration does not accept electronic funds transfer (EFT).

7. DUPLICATION OF BILLED COSTS

Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

8. DISALLOWED COSTS

Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

9. OVERSIGHT

Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to public defense attorneys, judicial officers, and city or county representatives.

10. AGREEMENT MANAGEMENT

The Parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Contract, each of whom shall be the principal contact for business activities under this Contract. The Parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by email as set forth below or to such other address or email address as the Parties may specify in writing.

The notice period for any termination for convenience shall be 30 days written notice.

Office of Public Defense
Attn: Geoffrey Hulseley
PO Box 40957
Olympia, WA 98504-0957
Tel: (564) 999-6610
Email: geoffrey.hulseley@opd.wa.gov

Snohomish County
Attn: Jason Schwarz
3000 - Rockefeller, Mailstop 209
Tel: 425-388-3032
Email: Jason.Schwarz@co.snohomish.wa.us

11. RIGHTS IN DATA

The Recipient grants to OPD royalty-free, perpetual license to publish, copy, use, distribute, and modify all materials developed and delivered under this Contract for the use and benefit of the judicial branch of the Washington State government. This license does not include the right to sub-license, sell or otherwise transfer the materials or any rights to the materials to any other person or organization for any purpose without the express written authorization of the Recipient.

Materials provided by OPD to the Recipient remain the sole property of OPD and cannot be used by the Recipient for purposes beyond this Contract without the express written authorization of OPD.

12. RESPONSIBILITY OF THE PARTIES

Each party to this Contract assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Terms and Conditions as contained in this basic Contract instrument.
- C. General Terms and Conditions.
- D. Any other provision, term, or material incorporated herein by reference.

14. GENERAL TERMS AND CONDITIONS

14.1. DEFINITIONS

As used throughout this Contract, the following terms have the meanings set forth below:

- A. "Client" means an individual receiving services under this Contract.
- B. "Contractor" and "Recipient" means that agency, firm, provider organization, individual, or other entity performing services or receiving an award under this Contract. It includes any subcontractor retained by Contractor/Recipient as permitted under the terms of this Contract.
- C. "OPD" means the Washington State Office of Public Defense, any division, section, office, unit, or other entity of OPD, or any of the officers or other officials lawfully representing OPD.
- D. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "SAAM" means the State Administrative & Accounting Manual. It provides control and accountability over financial and administrative affairs of the state and assists agencies in gathering and maintaining information needed for the preparation of financial statements.
- F. "Subcontractor" means one not in the employment of the Contractor/Recipient who is performing all or part of those services under this Contract under a separate contract with Contractor/Recipient, regardless of tier.

14.2. ALL WRITINGS CONTAINED HEREIN

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

14.3. ASSIGNMENT

Contractor/Recipient shall not transfer nor assign this Contract or any portion thereof; any right or benefit accruing to Contractor under this Contract; or any claim arising under this Contract without prior written consent of OPD.

14.4. AMERICANS WITH DISABILITIES ACT

Contractor/Recipient must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications and the Washington Law Against Discrimination RCW 49.60.

14.5. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

14.6. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney fees and costs.

14.7. CERTIFICATION REGARDING DEBARMENT

Contractor/Recipient, by signature to this Contract, certifies that the Contractor/Recipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor/Recipient also agrees to include the above requirement in any and all Subcontracts into which it enters.

Contractor/Recipient certifies that the Contractor/Recipient has not received notice to either fine or debar from the Department of Enterprise Services pursuant to Chapter 39.26.200 RCW, Procurement of Goods and Services, and shall remain in compliance throughout the term of this Contract.

Contractor/Recipient shall immediately notify OPD if, during the term of this Contract, Contractor/Recipient becomes Debarred. OPD may immediately terminate this Contract by providing Contractor/Recipient written notice if Contractor/Recipient becomes Debarred during the term hereof.

14.8. CERTIFICATION REGARDING ETHICS

Contractor/Recipient certifies that the Contractor/Recipient is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, or any other related statute, and any other applicable court rule or state or federal law related to ethics, throughout the term of this Contract.

14.9. CERTIFICATION REGARDING PAY EQUITY

Pursuant to Engrossed Substitute Senate Bill 5167, 69th Legislature, 2025 Regular Session, Section 914 and Chapter 49.58 RCW Washington Equal Pay and Opportunities Act, Contractor/Recipient affirms equality among its workers by ensuring similarly employed individuals are compensated as equals.

14.10. CHANGE IN STATUS

In the event of substantive change in the legal status, organizational structure or fiscal reporting responsibility of Contractor/Recipient, Contractor/Recipient shall notify OPD in writing or by email of the change as soon as is practicable, but no later than 30 days after the change.

14.11. CHANGES AND MODIFICATIONS

Any change or modification to this Contract must be in writing and signed by both parties.

14.12. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

14.13. CORRECTIONS

If there are non-substantive typographical, grammar, scrivener's or drafting errors (such as erroneous numerical figures, incorrect dates, misspelled words, errant commas, etc.), OPD reserves the right to correct said errors at any time, without prior notice.

14.14. COUNTERPARTS

This Contract may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Execution of this Contract at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Contract. Signatures delivered by email in PDF format or facsimile will be binding for all purposes.

14.15. DISPUTES

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without

delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute.

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties shall participate in mediation in good faith. The parties shall choose the mediator by agreement. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation must precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement will be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a dispute resolution board or arbitration.

14.16. ELECTRONIC SIGNATURES

An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

14.17. EXHIBITS AND HYPERLINKS

Each of the exhibits referenced herein or attached hereto and documents hyperlinked herein are incorporated into this Agreement.

14.18. FORCE MAJEURE

Neither Contractor/Recipient nor OPD shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except Subcontractors).

In the event a Force Majeure occurs after the effective date and prior to completion or expiration date of this Contract, OPD, at its sole discretion, may elect to suspend performance of the Contract until OPD determines the Force Majeure event resolved. OPD may exercise this option with no notification restrictions.

14.19. GOVERNING LAW AND VENUE

This Contract will be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder must be in the Superior Court for Thurston County.

14.20. HARASSMENT

Contractor/Recipient shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor/Recipient interacts in the performance of this Contract.

14.21. HEADINGS & CAPTIONS

The headings and captions used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein.

14.22. INDEMNIFICATION

Contractor/Recipient shall defend, protect, and hold harmless the state of Washington, including all elected officials, public agencies, officers, and employees thereof, from and against all claims, suits, and actions, including all costs of defense, arising from any negligent act or omission of Contractor/Recipient or any authorized subcontractor or any employee or agent of either, in the performance of this Contract.

14.23. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties to this Contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party will not be considered or construed to be employees or agents of the other party for any purpose whatsoever. Moreover, Contractor/Recipient shall not hold themselves out as employees of OPD.

As provided in Chapter 236 Laws of 2012 and Washington Public Employees' Retirement System RCW 41.40.010 section 13(c), Contractor/Recipient and any employees of Contractor/Recipient providing services under this Contract are not, as a result of providing services under this Contract, eligible for any public benefits, including membership in any public retirement programs of the State of Washington.

14.24. INSURANCE INDUSTRIAL COVERAGE

If required by law, Contractor/Recipient shall provide or purchase industrial insurance coverage prior to performing work under this Contract. OPD will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor/Recipient or any authorized subcontractor or employee of Contractor/Recipient that might arise under the industrial insurance laws during the performance of duties and services under this Contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this Contract, those payments shall be made by Contractor/Recipient; Contractor/Recipient shall indemnify OPD and guarantee payment of such amounts.

14.25. INSURANCE LIABILITY COVERAGE

Unless otherwise specified herein, Contractor/Recipient shall maintain adequate insurance coverage. OPD will not be responsible for payment of insurance premiums. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of Contractor/Recipient or subcontractor or agents of either while performing under the terms of this Contract.

Contractor/Recipient shall, prior to commencement of this Contract, obtain, at its sole cost and expense, and at all times during the term of this Contract, maintain insurance coverage. Failure to maintain sufficient coverage shall not relieve the Contractor/Recipient of its duty of indemnification as stated in this Contract.

Contractor/Recipient agrees to provide evidence of insurance coverage upon request from OPD. If Contractor/Recipient is a government agency covered by a governmental self-insurance program, it can provide verification of self-insurance to satisfy the evidence of insurance requirement.

Contractor/Recipient is advised to assess services delivered pursuant to this Contract and to purchase insurance coverage for risks associated with those services. For example, while not necessarily required under the Contract, services may involve advising clients or associated parties, hosting clients or associated parties on its premises, transporting clients or associated parties in its vehicle, or storing personal information associated with a client or associated parties on its electronic systems, amongst others. Consequently, pursuant to the assessment, Contractor/Recipient may determine to purchase insurance policies like professional liability errors and omissions coverage, general liability coverage, business use automobile coverage, or cyber risk liability coverage, amongst others, for perils associated with those activities.

Contractor/Recipient is advised to carry short term disability insurance for any extended unavailability due to illness, injury, or similar.

Failure to provide and maintain insurance as required may result in termination of the Contract.

By requiring insurance, the State of Washington and OPD do not represent that the coverage and limits specified will be adequate to protect the Contractor/Recipient. Such coverage and limits shall not be construed to relieve the Contractor/Recipient from liability in excess of the required coverage and limits and shall not limit the

Contractor's/Recipient's liability under the indemnities and reimbursements granted to the State and OPD in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

Contractor/Recipient waives all rights, claims, and causes of action against the State of Washington and OPD for the recovery of damages covered by insurance maintained by Contractor/Recipient.

14.26. LAWS

Contractor/Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

14.27. LICENSING AND ACCREDITATION STANDARDS

Contractor/Recipient shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary in the performance of this Contract.

14.28. NON-DISCRIMINATION

Contractor/Recipient shall comply with all federal and state nondiscrimination laws, regulations, and policies in the performance of this Contract. Contractor/Recipient shall not discriminate against any client or person with whom Contractor/Recipient interacts in the performance of this Contract because of race, national origin, color, gender, religion or age; disability, pregnancy, or physical or mental health condition; sexual orientation, or gender identity or expression; marital or veteran status; or English proficiency or speaking accent. In the event of Contractor's/Recipient's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, OPD may terminate this Contract in whole or in part in accordance with the Termination for Default section below, and OPD may declare Contractor/Recipient ineligible for further contracts with OPD.

14.29. NON-EXCLUSIVITY

This Contract is non-exclusive. During the term of this Contract, OPD reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Contract shall be construed to limit in any way OPD's right to enter a like or similar agreement or grant a like or similar license to any other entity or party on such terms as OPD may in its sole discretion deem appropriate.

14.30. OBLIGATIONS UPON EXPIRATION OR TERMINATION

Upon expiration or termination of this Contract, Contractor/Recipient shall continue to fulfill Contractor's/Recipient's obligations with respect to any Services and provisions of this Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of this Contract.

14.31. OVERPAYMENTS

If an audit of Contractor's/Recipient's or OPD's records determines that fees paid pursuant to this Contract are in excess of those authorized under this Contract, Contractor/Recipient shall immediately reimburse OPD for any excess amounts as determined by such audit.

14.32. POLITICAL ACTIVITIES

Political activities of Contractor's/Recipient's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508. None of the funds provided under this Contract shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before any federal, state, or local government, ballot measures or candidacy of any person for public office.

14.33. PRIVACY PROTECTION

Information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. Contractor/Recipient and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons confidential information without the express written consent of OPD or as provided by law or applicable rules of professional conduct. Contractor/Recipient agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to any confidential information that comes into Contractor's/Recipient's possession as a result of the work performed under this Contract.

Confidential information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, or health care or state security information.

14.34. PROFESSIONAL COURTESY AND CONDUCT

Contractor/Recipient agrees to conduct all interactions with clients, peers, OPD, and the justice system, in a professional, respectful, and courteous manner. The parties shall strive to maintain a collaborative and constructive working relationship, avoiding any behavior that could be perceived as hostile, disrespectful, or disruptive. This includes timely communication, responsiveness to inquiries, and adherence to mutually agreed timelines. OPD likewise agrees to extend the same level of professional courtesy to the Contractor/Recipient.

14.35. PUBLIC INFORMATION

Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's General Rule 31.1, Access to Administrative Records.

Contractor/Recipient, when submitting records to OPD or otherwise making written inquiries or requests to OPD, shall redact any confidential information contained therein and shall not identify clients or other case-related parties by name, unless specifically requested by OPD to do so.

14.36. PUBLICITY

Contractor/Recipient shall submit to OPD all advertising and publicity materials relating to this Contract wherein OPD's name is mentioned or language is used from which the connection of OPD may, in OPD's judgment, be inferred or implied. Contractor/Recipient shall not publish or use such advertising and publicity materials without OPD's prior written consent.

14.37. RECAPTURE

If the Contractor/Recipient fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of the Contract, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

14.38. RECORDS, DOCUMENTS, AND REPORTS

Contractor/Recipient shall maintain books, records, documents, data, and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

Contractor/Recipient shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, will be subject at all reasonable times to inspection, review, or audit by OPD, personnel duly authorized by the OPD, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six-year period, Contractor/Recipient shall retain the records until all litigation, claims, or audit findings involving the records have been resolved.

14.39. REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor/Recipient shall complete registration with the Washington State Department of Revenue and shall be responsible for payment of all taxes due on payments made under this Contract.

14.40. REGISTRATION WITH STATEWIDE VENDOR REGISTRY

OPD will process payments using the Contractor's/Recipient's or authorized service provider's statewide vendor number (SWV). Contractor/Recipient or authorized service provider shall complete registration for the SWV and maintain its accuracy with the Washington State Office of Financial Management, Statewide Vendor/Payee Services. Contractor/Recipient may find all information regarding registration at: <https://ofm.wa.gov/tech-support/statewide-vendor-payee-services>. OPD cannot guarantee timely payment without the Contractor's/Recipient's or authorized service provider's current SWV.

14.41. RIGHT TO INSPECTION

At no additional cost, all records relating to the Contractor's/Recipient's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor/Recipient shall provide access to its facilities for this purpose.

14.42. RIGHT TO MONITOR

Contractor/Recipient shall provide right of access to its facilities to OPD or any of its officers at all reasonable times in order for OPD to monitor and evaluate performance, compliance, and quality assurance under this Contract, not to include inspection of confidential client information. OPD shall perform all inspections and evaluations in such a manner that will not unduly interfere with Contractor's/Recipient's business or work hereunder.

14.43. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference is held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract. To this end, the provisions of this Contract are declared to be severable.

14.44. SUBCONTRACTING

Neither Contractor/Recipient nor any OPD approved subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of OPD. Contractor's employees are not considered subcontractors.

In no event will the existence of a subcontract operate to release or reduce the liability of Contractor/Recipient to OPD for any breach in the performance of Contractor's/Recipient's duties. If Contractor/Recipient violates this provision OPD may, at its option, terminate this Contract in accordance with the Termination for Default section below.

14.45. SURVIVORSHIP

The terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Contract shall so survive.

14.46. SUSPENSION FOR CONVENIENCE

OPD may suspend this Contract or any portion thereof for a temporary period by providing written notice to the Contractor/Recipient a minimum of seven (7) calendar days before the suspension date. Contractor/Recipient shall resume performance on the first business day following the suspension period unless another day is specified in writing by OPD prior to the expiration of the suspension period.

14.47. TAXES

Where required by statute or regulation, Contractor/Recipient shall pay for and maintain in current status all taxes that are necessary for Contract performance. If Contractor/Recipient is a business registered out-of-state or out-of-country, then OPD will pay use taxes, if any, imposed on the services and materials acquired hereunder, to the Washington State Department of Revenue (DOR) on behalf of the Contractor/Recipient.

Contractor/Recipient shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract. An Out-of-State Contractor/Recipient must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information.

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor/Recipient or Contractor's/Recipient's staff shall be Contractor's/Recipient's sole responsibility.

14.48. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, either party may, by written notice, beginning on the second day after the mailing, provide notice to terminate this Contract in whole or in part. If this Contract is so terminated, OPD will be liable only for payment required under the terms of this Contract for services rendered prior to the effective date of termination.

14.49. TERMINATION FOR DEFAULT/CAUSE

OPD may terminate this Contract for default, in whole or in part, by written notice to Contractor/Recipient if OPD has a reasonable basis to believe that Contractor/Recipient has:

- failed to meet or maintain any requirement for contracting with OPD.
- failed to render adequate representation or services to clients or willfully disregarded the rights and best interests of the client.
- failed to perform under or otherwise breached any term or condition of this Contract.
- violated any applicable law or regulation.
- or otherwise breached any provision or condition of this Contract.

If it is later determined that Contractor/Recipient was not in default, the termination will be considered a termination for convenience.

14.50. TERMINATION OR SUSPENSION FOR NON-AVAILABILITY OF FUNDS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, OPD, at its sole discretion, may elect to suspend or terminate the Contract, in whole or part, for convenience or to renegotiate the Contract subject to new funding limitations and conditions.

14.51. TERMINATION PROCEDURE

Upon expiration, suspension, or termination of this Contract, and except as otherwise directed by OPD, Contractor/Recipient shall comply with all directions contained in OPD's notice of expiration, suspension, or termination, including:

- stopping work on any cases, services or deliverables where OPD directs the cessation of work.
- completing work on any cases, services or deliverables where OPD directs the completion of work.
- complying with any other requirements for completion of work that OPD specifies.

On termination, OPD may withhold from any amounts due Contractor/Recipient for completed work, services or deliverables such sum as OPD determines to be reasonably necessary to protect OPD against potential loss or liability.

The rights of and remedies available to OPD provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or this Contract.

In the event of termination of this Contract, OPD reserves the right to require a bond to assure completion of the work by Contractor/Recipient, pursuant to state law.

14.52. TRAVEL

If there are OPD-approved travel expenses, including but not limited to, airfare, mileage, and lodging, they will be purchased or reimbursed in accordance with the Washington State Office of Financial Management's (OFM) State Accounting and Administrative Manual (SAAM) travel policies and rates or its successor the Washington Administrative and Accounting Manual (WAAM). OPD may have more restrictive procedures or applicable OPD policies further limiting travel expense purchases or reimbursement.

14.53. WAIVER OF DEFAULT

Waiver of any default or breach under this Contract will not be deemed to be a waiver of any subsequent default or breach. Waiver will not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by OPD's Director or the Director's designee.

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

FOR RECIPIENT

FOR OPD

SIGNATURE

Alessandra Szebenyi

FULL NAME

Executive Director

TITLE

DATE SIGNED

SIGNATURE

Geoffrey Hulsey

FULL NAME

Managing Attorney

TITLE

DATE SIGNED

This Contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto. This Contract may be altered, amended, or waived only by a written amendment executed by both parties.