



# Commissioners' Agenda Action Sheet

**Meeting Date:** May 6, 2025  
**Subject:** Inter-Agency Agreement, #IAA25BENTON, With Washington State Office of Public Defense to Provide Funding to Support Placement of a Rural Public Defense Fellow  
**Presenter:**  
**Prepared By:** Denise Gerry  
**Reviewed By:** Keith Johnson  
**PA Review:** **Approved:** No      **Denied:** No      **N/A:** No  
*(If denied, include reasoning)*

**Type of Agenda Item:** Consent Agenda

## **Summary / Background Information**

Pursuant to Chapter 2.70.120 RCW, law school Rural Public Defense Fellowships are awarded to counties who have agreed to host a Fellow, selected and placed by the Office of Public Defense, and provide training and supervision to the Fellow for the duration of the 10-week fellowship program. The Fellow is placed directly in the Benton County Office of Public Defense. Funds are designed for Benton County OPD to pay the Fellow in the form of an hourly wage and a housing stipend. Additionally, the funds can pay Benton County OPD in the form of an hourly rate to compensate the public defense agency for Rule 9 supervision and on-site training of the Fellow.

## **Fiscal Impact**

General Fund - \$22,103.60

## **Recommendation**

Move to approve as part of the Consent Agenda.

## **Suggested Motion**

I move to approve the contract with WA State Office of Public Defense and authorize the Public Defense Director to sign the contract on behalf of the Board of Commissioners.

## **Signatures Required on Agreements/Contracts**

n/a

# RESOLUTION 2025-273

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF EXECUTING AN INTER-AGENCY AGREEMENT, #IAA25BENTON, BETWEEN WASHINGTON STATE OFFICE OF PUBLIC DEFENSE AND BENTON COUNTY OFFICE OF PUBLIC DEFENSE TO PROVIDE FUNDING TO SUPPORT PLACEMENT OF A RURAL PUBLIC DEFENSE FELLOW**

**WHEREAS**, Pursuant to Chapter 2.70.120 RCW, law school Rural Public Defense Fellowships are awarded to counties who have agreed to host a Fellow, selected and placed by the Office of Public Defense, and provide training and supervision to the Fellow for the duration of the 10-week fellowship program. The Fellow is placed directly in the Benton County Office of Public Defense (OPD); and

**WHEREAS**, funds are designed for Benton County OPD to pay the Fellow in the form of an hourly wage and a housing stipend. Additionally, the funds can pay Benton County OPD in the form of an hourly rate to compensate the public defense agency for Rule 9 supervision and on-site training of the Fellow; and

**WHEREAS**, Benton County OPD shall be paid up to a maximum amount of \$22,103.60 for the fellowship; and

**WHEREAS**, it is therefore in the best interests of Benton County to execute the proposed inter-agency agreement in order to receive and expend the contract funding to support placement of a rural public defense fellow; **NOW, THEREFORE**

**BE IT RESOLVED** that the inter-agency agreement with the Washington State Office of Public Defense, **Agreement #IAA25BENTON**, providing Benton County with contract revenue in the amount of **\$22,103.60** to be used June 1, 2025 through August 31, 2025, be executed as presented; and

**BE IT FURTHER RESOLVED** that the Public Defense Director be authorized to sign the said agreement on behalf of the Board of Commissioners.

Dated this 6th day of May 2025

DocuSigned by:  
*Jerome Delvin*

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Chairman of the Board

DocuSigned by:  
*Michael Alvarez*

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Chairman Pro Tem

DocuSigned by:  
*Will McKay*

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Commissioner

Constituting the Board of Commissioners  
of Benton County, Washington

Attest: DocuSigned by:  
*Marilu Flores*  
ACB80992EB9B4DE...  
Clerk of the Board



**WASHINGTON STATE  
OFFICE OF PUBLIC DEFENSE**  
Larry Jefferson, Director

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

Email: [opd@opd.wa.gov](mailto:opd@opd.wa.gov)

**INTER-AGENCY AGREEMENT – IAA25BENTON  
BETWEEN  
WASHINGTON STATE OFFICE OF PUBLIC DEFENSE  
AND  
BENTON COUNTY PUBLIC DEFENSE AGENCY**

This Agreement is entered into by and between the Office of Public Defense (OPD), hereinafter referred to as "OPD", and the Benton County Public Defense Agency, hereinafter referred to as "COUNTY".

**PURPOSE**

The purpose of this Agreement is for OPD to provide funding to the COUNTY to support placement of a Rural Public Defense Fellow.

Pursuant to Chapter 2.70.120 RCW, law school Rural Public Defense Fellowships (RPDF) are awarded to counties who have agreed to host a Fellow, selected and placed by OPD, and provide training and supervision to the Fellow for the duration of the 10-week fellowship program. The Fellow is placed directly in the county's public defense agency.

The funds are designed for the COUNTY to pay the Fellow in the form of an hourly wage and a housing stipend. Additionally, the funds can pay the COUNTY in the form of an hourly rate to compensate the public defense agency for Rule 9 supervision and on-site training of the Fellow.

**SCOPE OF WORK**

The COUNTY shall provide supervision and training to the Rural Public Defense Fellow for the duration of the ten-week fellowship in the months of June, July, and August 2025.

The COUNTY shall provide written monthly reports due to OPD no later than July 7, 2025, August 8, 2025 and September 8, 2025. Report templates are Attachment A and are to include:

- Log of hours and duties performed by Fellow;
- Confirmation of \$900 monthly housing stipend disbursement to Fellow;
- Log of hours claimed by Supervisor and description of supervisor workload reductions to account for hours spent supervising Fellow; and,
- Travel reimbursement for Fellow (only for allowable expenses specifically articulated in this agreement).

The COUNTY shall coordinate visits, provide access to Fellow's workspace, and allow OPD's observation of Fellow's training and supervision, to include an opportunity for OPD representative to meet with Fellow's supervisor.

Upon completion of the fellowship, the COUNTY shall provide a reconciliation of the RPDF expenditures incurred by the county, and if appropriate, a payment made out to Washington State Office of Public Defense for any unspent funds received that need to be refunded.

### **PERIOD OF PERFORMANCE**

The period of performance under this Agreement shall be from June 1, 2025 through August 31, 2025.

### **COMPENSATION**

The COUNTY shall be paid up to a maximum amount of \$22,103.60.

The COUNTY shall receive a one-time payment for the fellowship after receipt of the June report (Attachment A) and A19 invoice (Attachment B). This payment covers the following costs for the duration of the fellowship:

- Wages for the Rule 9 Rural Public Defense Fellow at a rate of \$28/hour for up to 40 hours per week for ten weeks for work conducted within the county's public defense agency.
- Monthly housing stipends for the Fellow at a rate of \$900/month for June, July, and August, 2025.
- Supervising attorney compensation paid at a rate of up to \$100/hour for 8 hours per week upon showing that the workload of supervisor was reduced to accommodate supervision of the Fellow.
- Travel reimbursements to Fellow for costs to travel to and from initial OPD training event, including meal reimbursements, as laid out on attached travel reimbursement sheet (Attachment C).
- Funds are not permitted for any other use without prior OPD written approval (such as but not limited to employee benefits, administrative, cost allocation, workstation, etc.).

OPD shall provide payment to the COUNTY for approved reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed report as required under the Scope of Work.

COUNTY shall submit the pre-populated A19 invoice to OPD by July 7, 2025 for the fellowship per Attachment B.

COUNTY shall maintain documentation of activity under this agreement.

### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from Benton County, one representative from the OPD, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

## **TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Any unspent funds must be returned to OPD.

## **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Any other provisions of the agreement, including materials incorporated by reference.

## **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

## **SEVERABILITY**

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

## **ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. All

items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**AGREEMENT MANAGEMENT**

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

County Project Manager	OPD Project Manager
	Liz Mustin PO Box 40957 Olympia, WA 98504-0957 <a href="mailto:Elizabeth.Mustin@opd.wa.gov">Elizabeth.Mustin@opd.wa.gov</a> 360-586-3164 ext. 152

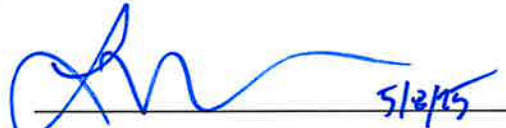
AGREED:

Benton County

Washington State

Office of Public Defense

 5/7/25  
Signature Date

 5/2/15  
Signature Date

Keith Johnson  
Name

Elizabeth Mustin  
Name

OPD Director - Benton Co.  
Title


Supervising Attorney  
Title

**Attachment A  
Report**





**Attachment B**  
**A19 Invoice**

FORM A19-1A		STATE OF WASHINGTON	<a href="#">Online Help</a> This document is a protected form for use online. Use the Tab key to advance from text field to text field. Shift-Tab will go to prior text field. Date fields are formatted to return m/d/yyyy format. Calculations will automatically occur as you fill in the number fields, with the total at the bottom. The form can be printed blank and filled in by hand as needed. After completion and appropriate signatures, forward to the Fiscal Office for payment.															
(Rev. 1/91)	INVOICE VOUCHER		AGENCY USE ONLY															
<a href="#">(new online version 12/01)</a>			AGENCY NO.			LOCATION CODE		P.R. OR AUTH. NO.										
			0560															
AGENCY NAME					INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise, or services. Show complete detail for each item.													
Washington State Office of Public Defense																		
VENDOR OR CLAIMANT (Warrant is to be payable to)					Vendor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.													
					BY _____ (SIGN IN INK) _____ (TITLE) _____ (DATE)													
FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For Reporting Personal Services Contract Payments to I.R.S.)				RECEIVED BY			DATE RECEIVED											
DATE	DESCRIPTION				QUANTITY	UNIT	UNIT PRICE	AMOUNT	FOR AGENCY USE									
6/30/2025	Fellowship Wages				10 weeks	40-hour week	\$28.00 / hour	11,200.00										
6/30/2025	Fellowship Housing Stipend				3 months	1 month	\$900.00 / month	2,700.00										
6/30/2025	Supervising Attorney Rule 9 Supervision				10 weeks	8-hour week	\$100.00 / hour	8,000.00										
6/30/2025	Kickoff training event travel				1	1	\$203.60	\$203.60										
	Total							\$22,103.60										
PREPARED BY			TELEPHONE NUMBER		DATE		AGENCY APPROVAL			DATE								
DOC DATE	PMT DUE DATE	CURRENT DOC. NO.	REF. DOC. NO.	STATEWIDE VENDOR NO.	VENDOR MESSAGE (25-character limit)				USE TAX	UBI NUMBER								
REF DOC SUF	TRANS CODE	MOD	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJECT	ORG INDEX	ALLOC	BUDGET UNIT	COUNTY	CITY/TOWN	MOS	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
ACCOUNTING APPROVAL FOR PAYMENT							DATE		WARRANT TOTAL			WARRANT NUMBER						

**Attachment C**  
**Travel Reimbursement Form**