

**RESOLUTION      10 674**  
**BENTON COUNTY RESOLUTION NO. \_\_\_\_\_**

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

**IN THE MATTER OF ESTABLISHING A UNIFORM METHOD OF ENFORCING INDIGENT DEFENSE PROFESSIONAL SERVICES AGREEMENTS AND DELEGATING AUTHORITY TO THE INDIGENT DEFENSE COORDINATOR TO EXECUTE AND DELIVER NONCOMPLIANCE NOTICES.**

**WHEREAS**, Benton County presently contracts with numerous attorneys to provide indigent defense services to indigent defendants and other persons qualified by law;

**WHEREAS**, the Office of Public Defense, as managed by the Indigent Defense Coordinator, has responsibility for contract oversight of these indigent defense contracts;

**WHEREAS**; the Office of Public Defense, as managed by the Indigent Defense Coordinator, desires to strictly enforce many critical provisions of such indigent defense contracts so as to protect the legal interests of Benton County, and the rights of those represented;

**WHEREAS**; in the case where an attorney is in breach of an agreement and Benton County therefore desires to terminate the agreement for cause, such agreements require Benton County to provide notice of intent, in writing, of intent to terminate the agreement, together with the opportunity to cure the breach within a set time (presently ten (10) days on outstanding agreements) after which, if the breach remains uncured, the agreement may be terminated without notice;

**WHEREAS**; presently only the Board of County Commissioners has the authority to send such written notices of breach;

**WHEREAS**; the Indigent Defense Coordinator wishes to be granted authority to send such written notices of breach so as to have the ability to be more responsive to non-compliance issues, enforce compliance in a more expedient manner and protect the legal interests of Benton County and the rights of those represented, and the Board of County Commissioners wishes to delegate such authority;

**NOW THEREFORE, BE IT RESOLVED THAT** contract compliance, for any professional service agreements overseen by the Office of Public Defense, shall be effectuated in the following manner:

Procedures

The procedures outlined herein apply to the following contract provisions: 1) annual relicensing for both contract attorneys and contract investigators; 2) all required insurance policies; 3) mandatory CLE requirements for contract attorneys. These contract provisions shall be collectively referenced as "Critical Contract Provisions."

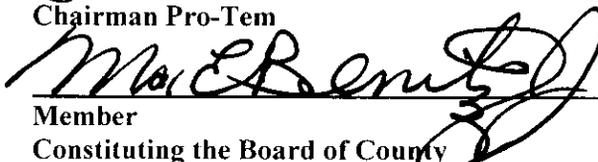
1. Contractors shall provide written proof, as more specifically provided in their professional services agreements, of compliance with all Critical Contract Provisions within timeframes specified therein. Written proof may be sent electronically (preferred method) or by courier/mail.
2. Failure to provide proof of compliance with Critical Contract Provisions as required by applicable professional services agreements, shall constitute a presumption that the contractor in question has not complied with the provision.

3. When BFOPD has determined that a contractor has failed to comply with a Critical Contract Provision, then notice will be immediately provided to that contractor by way of the most recent email address that the contractor has on file.
4. In the case of failure to comply with an insurance related provision, the notice specified in paragraph 3 shall provide the contractor with ten(10) calendar days to provide written proof of compliance.
5. In the case of failure to comply with any other Critical Contract Provision, the notice specified in paragraph 3 shall provide the contractor with thirty(30) calendar days to provide written proof compliance.
6. Upon the expiration of ten or thirty days, whichever the case may be, if written proof of compliance has not been received by BFOPD, then BFOPD shall prepare formal written notice of noncompliance as provided for in the relevant professional services agreement, and the Indigent Defense Coordinator shall have the authority to execute and deliver such formal written notice on behalf of the Board of Commissioners. Such notice shall state that if the noncompliance is not cured within timeframes provided for in the relevant professional services agreement, then the agreement may be terminated without further notice. This written notice shall be served on the contractor in the method and manner specified in the agreement.
7. Formal written notices of noncompliance may be taken into consideration by BFOPD and any other entities or persons involved, when making decisions about contract renewal. Email notices pursuant to paragraph 3, shall not be considered when making decisions about contract renewal unless contractor has a pattern of receiving such notices (defined as receiving 2 or more notices within a year's period).
8. Final termination of any professional services agreement shall only be made by resolution of the Board of Commissioners.

Dated this 15 day of Nov, 2010

  
Chairman of the Board

  
Chairman Pro-Tem

  
Member  
Constituting the Board of County  
Commissioners, Benton County  
Washington

Attest:   
Clerk of the Board