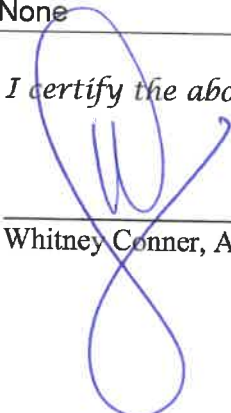


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 04/23/2020	PREPARED BY: Whitney Conner
Meeting Date Requested: 05/05/2020	PRESENTED BY: Office of Public Defense
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Renewal of Professional Services Agreement with Larry Zeigler as the Office of Public Defense Manager	
FISCAL IMPACT: No direct fiscal impact	
BACKGROUND: Mr. Zeigler has elected to extend his agreement with the County through May 01, 2023.	
RECOMMENDATION: Approve Professional Services Agreement as presented	
COORDINATION: Keith Johnson, County Administrator Whitney Conner, Administrative Assistant OPD	
ATTACHMENTS: (Documents you are submitting to the Board) Professional Services Contract Resolution	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) None	

I certify the above information is accurate and complete.



Whitney Conner, Administrative Assistant

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

***AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN FRANKLIN COUNTY AND LARRY ZEIGLER***

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and ensure the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County; and

WHEREAS, the Franklin County Board of Commissioners recognizes its duty to continue to provide indigent defense services to defendants in all Franklin County Courts; and

WHEREAS, since 2016, Larry Zeigler has been fulfilling the obligation to provide indigent defense services in Franklin County through the Office of Public Defense as the manager; and

WHEREAS, Larry Zeigler has agreed to continue to contract with Franklin County for the term of May 01, 2020 expiring May 01, 2023; and

THEREFORE, BE IT RESOLVED that the terms and conditions of the aforementioned contract between Franklin County and Larry Zeigler shall remain in full force and affect between the parties unless earlier terminated by either party upon 20 days written notice.

APPROVED this ____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Chair Pro Tem

Attest:

Clerk to the Board

Member



FRANKLIN COUNTY WASHINGTON

PROFESSIONAL SERVICES AGREEMENT BETWEEN FRANKLIN COUNTY AND LARRY W. ZEIGLER EFFECTIVE MAY 01, 2020-MAY 01, 2023

This contract entered into between **FRANKLIN COUNTY**, County, hereinafter called, "County," and **LARRY W. ZEIGLER**, Attorney at Law, hereinafter called, "Volunteer," is effective as of May 01, 2020. For and in consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

ARTICLE I – SERVICES

The Volunteer shall perform as principal spokesperson for Franklin County Office of Public Defense (OPD). The Volunteer shall assist the County in designing and implementing an Office of Public Defense Department and will provide necessary professional services as directed by the County Administrator. Services shall include reviewing all existing and executing new public defender, investigator, expert witness and other miscellaneous contracts as necessary, advising the County regarding personnel, processes and systems for the department, and coordinating public defender services with the Juvenile, District and Superior Courts.

ARTICLE II – DEPARTMENTAL SUPPORT AND ASSISTANCE

The County shall provide support for the department by providing information technology services, financial and clerical support as is mutually determined necessary by both parties.

ARTICLE III – CONSIDERATION

In consideration of the Volunteer's performance hereunder, the County shall pay a stipend in the sum of One hundred dollars (\$100.00) per hour for up to twenty-four (24) months beginning May 1, 2020 and ending on May 1, 2023, not to exceed 1200 hours per twelve (12) month period.

ARTICLE IV - INSURANCE

The parties agree that the Volunteer's status as a "Volunteer", it is the intention of the parties to provide necessary coverage for the administrative acts by the Volunteer pursuant to this contract. It is also the intentions of the parties that said coverage would be retroactive to Volunteer's first date of retention as a Volunteer.



FRANKLIN COUNTY WASHINGTON

ARTICLE V – INDEPENDENT CONTRACTOR

The Volunteer hereunder shall act in an independent capacity and not as an employee of the County in the performance of this contract.

Volunteer, in its selection or hiring of vendors, suppliers, employees and Contractors to provide products, equipment and/or services pursuant to this Agreement, shall not discriminate on the grounds of race, color, religion, creed, national origin, age, marital status, sex, sexual orientation, disability, military status or handicap. The Volunteer shall comply with all federal, state and local non-discrimination laws and requirements.

ARTICLE VI – WAIVER

No term or condition or the breach thereof shall be deemed waived except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of same of any other term or condition. Additionally, the acceptance by the County of any performance by Volunteer after the time same shall have become due for payment to Volunteer for any portion of the work shall not constitute a waiver by the County of the breach or default of any term or condition unless otherwise expressly agreed to by the County in writing.

ARTICLE VII – SEVERABILITY

If any term or provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.



FRANKLIN COUNTY WASHINGTON

ARTICLE VIII – TERM OF CONTRACT

This contract shall be effective for the period beginning with May 01, 2020 through May 01, 2023 unless terminated earlier by either party upon *20 days* written notice.

Dated this 23rd day of April, 2020

Dated this ____ day of _____, 2020

**VOLUNTEER
FOR FRANKLIN COUNTY**

BOARD OF COMMISSIONERS

Larry W. Zeigler WSBA #11595

Chair

Chairman Pro Tem

Member

ATTEST:

Clerk of the Board