

CLARK COUNTY STAFF REPORT



DEPARTMENT: General Services

DATE: November 24, 2015

REQUESTED ACTION: Execution of 2016 Agreement with Washington State Office of Public Defense (OPD) and Acceptance of \$384,065.00 state funds from the OPD for the continuation of the Indigent Defense Coordinator's and her assistant's salaries/benefits and District Court services in Calendar Year 2016

Consent Hearing County Manager

BACKGROUND

Attached are two originals of Interagency Agreement No. ICA16252, received from the Washington State Office of Public Defense (OPD). The OPD distributes state funds to counties to improve local indigent defense systems, pursuant to RCW Chapter 10.101. The agreement governs OPD's distribution of \$384,065.00 to Clark County for Calendar Year 2016. By statute and the agreement, these state funds must be used to improve the quality of legal representation provided to those who are entitled to court-appointed counsel. Clark County has used and will continue to use the state monies to fund the salary and benefits of the county's two full-time staff, provide investigation services for District Court cases, and decrease the caseloads of the District Court contract attorneys, pursuant to the Washington Supreme Court's Standards for Indigent Defense. The agreement has been reviewed and approved as to form by the Civil Division of the Prosecuting Attorney's office.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

No community outreach is necessary.

BUDGET IMPLICATIONS

YES	NO	
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
X		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

No matching funds or in-kind services are required under the agreement. The agreement requires that the County use the funds to directly improve indigent defense services, which the County has done in the past and will continue to do. The agreement prohibits use of the funds for various purposes, including supplanting local funds for indigent defense used prior to the initial disbursement (2007) of these state funds, indigency screening costs, and purely administrative functions or equipment.

Handwritten initials/signature

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The OPD grant for 2016 provides \$384,065.00 in General Fund revenue. Currently, \$318,764.00 is budgeted in the yearly revenue baseline for the department. The revenue budget needs to be increased by \$65,301.00 for 2016. This revenue must be expended for the purposes stated in the “Background” section of the Staff Report and as estimated below in Part III.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001.000.410.336012.000.000000	\$65,301.00	\$65,301.00				
Total	\$65,301.00	\$65,301.00				

II. A – Describe the type of revenue (grant, fees, etc.)
State statutorily mandated distribution of funds.

Part III: Estimated Expenditures

III. A – Expenditures summed up-

The current budget already has the salary and benefit increases for 2016 for the Indigent Defense Coordinator and her one FTE staff position (both positions are totally funded by state OPD funds) which is an estimated \$3,417.00 over 2015 cost. This increase in salary and benefits will be offset by this funding. The expenditure line item below needs to be increased by \$61,884.00 to account for the remainder of the state support.

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001.000.410.515931.412.000000	0	\$61,884.00	\$61,884.00				
Total		\$61,884.00	\$61,884.00				


III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	\$61,884.00	\$61,884.00				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	\$61,884.00	\$61,884.00				

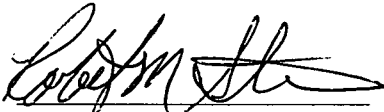
BUDGET DETAILS

Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$384,065.00
Account	
Company Name	


DISTRIBUTION: Mark McCauley; Robert Stevens; Ann Christian, Michelle Schuster, Budget Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Ann Christian
Indigent Defense Coordinator



Robert Stevens
Director, General Services



APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: NOV 24, 2015
SR# SR 221-15

APPROVED: _____
Mark McCauley, Acting County Manager

DATE: _____

Requesting Department: General Services Indigent Defense

Package number: GEN-01


Package Title: Indigent Defense Increased State Funding

Justification: Interagency Agreement No. ICA16252, received from the Washington State Office of Public Defense (OPD), distributes state funds to counties to improve local indigent defense systems, pursuant to RCW Chapter 10.101. The agreement governs OPD's distribution of \$384,065.00, an increase of \$65,301.00 over what is budgeted, to Clark County for Calendar Year 2016. By statute and the agreement, these state funds must be used to improve the quality of legal representation provided to those who are entitled to court-appointed counsel. The agreement requires that the County use the funds to directly improve indigent defense services, which the County has done in the past and will continue to do. The agreement prohibits use of the funds for various purposes, including supplanting, indigency screening costs, and purely administrative functions or equipment. Clark County uses the state monies to fund the salary and benefits of the county's Indigent Defense staff, provide investigation services for District Court cases, and decrease the caseloads of the District Court contract attorneys, pursuant to the Washington Supreme Court's Standards for Indigent Defense. It has not yet been finally determined how the funding for 2016 that exceeds the 2015 funding level will be used.

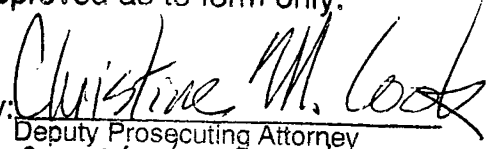
FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

GS 15-67

<p>1. Recipient –RCW 10.101.070 Funds Clark County 1200 Franklin Street PO Box 5000 Vancouver, WA 98666-5000</p>	<p>2. Recipient Representative Ann Christian Clark County Indigent Defense Coordinator 1408 Franklin Street PO Box 5000 Vancouver, WA 98666-5000</p>
<p>3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>	<p>4. OPD Representative Joanne I. Moore Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>
<p>5. Distribution Amount \$384,065.00</p>	<p>6. Use Period January 1, 2016 through December 31, 2016</p>
<p>7. Purpose 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.</p>	
<p>The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2016 and end December 31, 2016. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.</p>	
<p>FOR THE RECIPIENT</p> <p> _____ Name, Title</p> <p><u>NOV. 24, 2015</u> _____ Date</p>	<p>FOR OPD</p> <p>_____ Joanne I. Moore, Director</p> <p>_____ Date</p>

Approved as to form only:

By: 
 Deputy Prosecuting Attorney
 for Clark County

GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**

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

2. **AMENDMENTS**

This Agreement 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.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

The Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorneys fees and costs.

6. **CONFORMANCE**

If any provision of this Agreement 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.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Agreement, the Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

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

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

10. **LAWS**

The 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.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, the Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

In the event that the Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, 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.