

15.11

## REQUEST FOR BUDGET ADJUSTMENT

Executive Summary	
<b>Reference No:</b> 290000YE02 <b>Requesting Organization:</b> 29000000 INDIGENT LEGAL SE <b>Budget Adjust Type(s):</b> New Revenue and Expenditure	<b>For Fiscal Year:</b> 2017 <b>Date of Request:</b> 29-Sep-17 <b>One Time Change (Y or N):</b> N <b>If No, next year's impact:</b> \$0 <b>Net FTE Change:</b> 0.00
<b>Description and Justification:</b> IDC Funds: Utah State Indigent Defense Commission has awarded the County for a 2-year grant (10/2/2017-10/2/2019) \$184,264.80 each year. This request is to request 3-month (Oct through Dec 2017) appropriation and to recognize the revenue for this grant with the intent to pass through the funding to Salt Lake Legal Defender Association to provide the required services. This is a budget neutral request.	

### Fund Impact

SUMMARY OF FUND IMPACT BY FUND	
<b>FUND:</b>	110 GENERAL FUND
<b>Fund Impact (Budgetary)</b>	\$0
<b>Fund Impact (Transfers)</b>	\$0
<b>TOTAL FUND IMPACT</b>	\$0

SUMMARY OF CNTY FUNDING IMPACT BY DEPT				
DEPT	REVENUE	EXPENSE	BAL SHEET	CNTY FUNDING
2900000100 INDIGENT ADULTS/SLDA	46,066	46,066	0	0
<b>TOTALS</b>	<b>46,066</b>	<b>46,066</b>	<b>0</b>	<b>0</b>

### Approvals

<b>Division Director:</b>		<b>Date:</b> _____
<b>Dept. or Elected Fiscal Mgr:</b>	Yanping Ding <small><i>(Digitally signed by Yanping Ding Date: 2017.09.29 16:02:59 -0500)</i></small>	<b>Date:</b> _____
<b>Dept. Dir. or Elected Official:</b>	Karen Crompton <small><i>(Digitally signed by Karen Crompton Date: 2017.10.02 10:27:13 -0600)</i></small>	<b>Date:</b> _____
<b>Facilities Division Director:</b> <i>(Capital Projects Only)</i>		<b>Date:</b> _____
<b>Chief Financial Officer:</b>		<b>Date:</b> 10/2/17
<b>Mayor or Designee:</b>	 Approve	<b>Date:</b> 10/4/17
<b>Council Action:</b>	Approve	<b>Date:</b> _____



## Budget Adjustment Detail

**Budget Year:** 2017      **\* Requesting Department:** 29000000 INDIGENT LEGAL SERVICES  
**Budget Period:** Post June Year-End      **\* Req Item No:** 290000YE02      **\* Adjustment Title:** IDC Funds  
**Adjustment Type(s):** New Revenue and Expenditure

**Expense Budget String(s):**

FUND	AGENCY	SUB-DEPT ID	EXPENSE ACCOUNT	PROG/ACT ID (OPT)	PROJECT ID (CAP)	AMOUNT
110	020	2900000100	653015 INDIGENT LEGAL-LEGAL DEFENDER			46,066
<b>TOTAL EXPENDITURE CHANGE:</b>						<b>\$46,066</b>

**Revenue Budget String(s):**

FUND	AGENCY	SUB-DEPT ID	REVENUE ACCOUNT	PROG/ACT ID (OPT)	PROJECT ID (CAP)	AMOUNT
110	020	2900000100	411000 STATE GOVERNMENT GRANTS			46,066
<b>TOTAL REVENUE CHANGE:</b>						<b>\$46,066</b>

**Balance Sheet/Fund Unrestriction String(s):**

☐ Bal sheet strings only required for Proprietary Fund adjustments or fund unrestricted; check if applicable.

FUND	SUB-DEPT ID	BAL. SHEET ACCOUNT	AMOUNT
		BAL_SHT or 499999	
		BAL_SHT or 499999	
		BAL_SHT or 499999	
<b>TOTAL BALANCE SHEET CHANGE:</b>			<b>\$0</b>

\* One Time Change (Y or N): N  
 If No, next year's impact: \$0

No. of New FTEs: 0.00 (2)  
 No. of New Time Limited FTEs: 0.00 (2)  
 No. of Transferred FTEs: 0.00 (2)  
 No. of Other FTEs: 0.00 (2)

**Fund Balance Transfers:**

From Fund	From Dept ID	To Fund	To Dept ID	Amount

**Description and justification: (Attach additional pages as needed.)\***

Utah State Indigent Defense Commission has awarded the County for a 2-year grant (10/2/2017-10/2/2019) \$184,264.80 each year. This request is to request 3-month (Oct through Dec 2017) appropriation and to recognize the revenue for this grant with the intent to pass through the funding to Salt Lake Legal Defender Association to provide the required services. This is a budget neutral request.

(1) If the request is for a grant, include the dates the grant will expire and what obligations are required of the County after the grant expires.



C-11

**Mayor's Office: Council Agenda Item Request Form**  
*This form and supporting documents (if applicable) are due the Wednesday  
before the COW meeting by noon.*

Date Received (office use)
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<b>Date of Request</b>	10-03-17
<b>Requesting Staff Member</b>	Karen Crompton
<b>Requested Council Date</b>	10-10-17
<b>Topic/Discussion Title</b>	Grant from State Indigent Defense Commission (IDC) to Legal Defender Association (LDA)
<b>Description</b>	Grant approved for 2 FTE attorneys due to increased workload associated with Operation Rio Grande. Council previously passed a resolution authorizing SLCo to submit the grant proposal.
<b>Requested Action<sup>1</sup></b>	Information update
<b>Presenter(s)</b>	Karen Crompton, Rich Mauro
<b>Time Needed<sup>2</sup></b>	
<b>Time Sensitive<sup>3</sup></b>	Yes. IDC meets on October 12.
<b>Specific Time(s)<sup>4</sup></b>	Any
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	Will provide copy of approved grant, approved as to form b

Mayor or Designee approval:



<sup>1</sup> What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

<sup>2</sup> Assumed to be 10 minutes unless otherwise specified.

<sup>3</sup> Urgency that the topic to scheduled on the requested date.

<sup>4</sup> If important to schedule at a specific time, list a few preferred times.

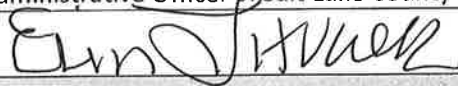


# **INDIGENT DEFENSE COMMISSION GRANT AWARD CONTRACT**

**- SEPTEMBER 2017 -**





<b>State of Utah</b> <b>Indigent Defense Commission (IDC)</b> <b>GRANT CONTRACT</b>		1) Agency Name & Address: (include full 9-digit zip code):	
		Salt Lake County 20001 South State Street N3-200 SLC, UT 84190-2000	
2) Project Director	Karen Crompton	3) Phone:	1-385-468-7061
4) Email:	kcrompton@slco.org	5) Agency Tax ID #:	87-6000316
6) DUNS Number:	073133894	7) Grant Start – End Dates	October 2, 2017 – October 2, 2019
8) Grant Award:	<input type="checkbox"/> Matching Grant <input checked="" type="checkbox"/> Critical Needs Grant <input type="checkbox"/> Other Grant		
9) Budget Summary		IDC Grant Money may be used only for the following expenses	
Personnel (FTE) expenses		\$ 184,264.80 per year, for two years.	
Fringe Benefits for Personnel:		\$ 0	
Contract Services – non-FTE attorneys or staff.		\$ 0	
Reserve Funds:		\$ 0	
Equipment, Supplies, Operating Expenses		\$ (\$60,400 to be paid by SLCO)	
Travel		\$ 0	
Attorney Training		\$ 0	
Other (explain):		\$ 0	
Column Total		\$ 428,960.60	
County Share		\$ 60,400	
IDC Grant Award		\$ 368,529.60	
10) **Print Name and Title of Official Authorized to Sign		Erin Litvack, Deputy Mayor for County Services and Chief Administrative Officer of Salt Lake County	
11) Signature of Official Authorized to Sign			
For IDC Use Only – Director's Signature indicates IDC Approval of Grant Application			
Joanna E. Landau, Director of IDC			

\* Project Director is the individual responsible for the day-to-day management of the grant program.

\*\* Official authorized to sign includes: City Mayor, City Manager, County Mayor, County Manager, County Council Chair, or County Commissioner of the fiduciary agency.



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SALT LAKE COUNTY, UTAH

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RESOLUTION NO. 5252

ADOPTED August 29, 2017

RESOLUTION ACKNOWLEDGING CONSTITUTIONAL  
REQUIREMENTS FOR INDIGENT DEFENSE AND INTENT  
TO SEEK GRANT FUNDING FROM THE UTAH INDIGENT  
DEFENSE COMMISSION

BE IT KNOWN AND REMEMBERED THAT:

- A. Salt Lake County Council recognizes that the State of Utah and Salt Lake County are obligated by the Sixth Amendment to the United States Constitution and Utah law to provide competent indigent defense services to indigent defendants charged with criminal offenses within the County and child welfare cases; and
- B. Constitutional requirements and minimum standards for the provision of indigent defense services have been established in *Gideon v. Wainwright*, 372 U.S. 335 (1963); *United States v. Cronin*, 466 U.S. 648 (1984); *Strickland v. Washington*, 466 U.S. 668 (1984), and their progeny, and
- C. Salt Lake County recognizes the guiding principles enumerated in Utah Code Annotated 77-32-804; and
- D. The purpose of the Indigent Defense Commission (Commission) is to assist the state in meeting the state's obligations for the provision of indigent defense services, consistent with the United States Constitution, the Utah Constitution, and the Utah Code; and
- E. The State created within its General Fund a restricted account with nonlapsing money, subject to appropriation, to be administered by the Commission for the establishment and maintenance of a statewide indigent defense data collection system, grants to indigent defense systems for defense resources, and grants to indigent defense systems for defense services providers; and
- F. The Commission may revoke an indigent defense system's grant award if the system fails to meet minimum principles for the effective representation of indigent individuals in court or other grant conditions established by the Commission; and
- G. Salt Lake County, in its commitment to meet minimum principles for effective representation, has determined to reorganize its provision of indigent defense services and partner with the State to address homelessness; to facilitate

regionalization of indigent defense services; and to address concerns raised regarding conflicts of interest within the provision of indigent defense services;

NOW, THEREFORE, BE IT RESOLVED by the County Council of Salt Lake County, Utah, that:

1. Salt Lake County intends to apply for grant funding to supplement its indigent defense system as set out in Title 77, Chapter 32, Part 8 of the Utah Code Annotated and commits to use grant funding in conjunction with County funding to comply with Constitutional requirements and minimum standards.
2. This Resolution shall take effect immediately upon its approval and adoption by the Council and will be filed and recorded in the official minutes and records of the Council for this meeting.

APPROVED and ADOPTED this 29<sup>th</sup> day of August, 2017.

SALT LAKE COUNTY COUNCIL

By: Steven L. DeBry  
Steven L. DeBry, Chair

ATTEST:

Sherric Swensen  
Sherric Swensen,  
Salt Lake County Clerk

APPROVED AS TO FORM:

Kelly W. Wright 8/29/2017  
Kelly W. Wright  
Deputy District Attorney

VOTING:

Council Member Bradley voting  
Council Member Bradshaw voting  
Council Member Burdick voting  
Council Member DeBry voting  
Council Member Granato voting  
Council Member Jensen voting  
Council Member Newton voting  
Council Member Snelgrove voting  
Council Member Wilson voting

Yes  
Yes  
Yes  
Yes  
Abst  
Yes  
Yes  
Yes  
Abst

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss.  
I, THE UNDERSIGNED, DEPUTY COUNTY CLERK AND  
CLERK OF THE SALT LAKE COUNTY COUNCIL, DO HEREBY  
CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE  
AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN  
MY OFFICE AS SUCH CLERK.

WITNESS MY HAND AND SEAL OF SAID COUNTY  
THIS 1<sup>st</sup> DAY OF September, 2017  
HERBIE SWENSEN  
BY: Byrdene Budmundson DEPUTY  
COUNTY CLERK

**FORM A**

Attached: Certified copy of the legislative body's Resolution stating its intent to apply for grant funds from the IDC and committing to meeting the IDC's minimum principles for effective representation.

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

- a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
- c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
- d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
- e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- f) "Proposal" means Contractor's response to the State Entity's Solicitation.
- g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
- h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
- i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

- 2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
- 4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
- 5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
- 6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
- 7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
- 8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There

are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract,



related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.  
  
If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.



Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 12 February 2015)

**ATTACHMENT B:**  
**IDC GRANT & SUBGRANTEE ASSURANCES, CONDITIONS, CERTIFICATIONS AND REQUIREMENTS**

Indigent Defense Commission (IDC)  
*Revised – October 2017*

**I. CERTIFIED ASSURANCES AND GRANT CONDITIONS**

**CERTIFIED ASSURANCES**

1. The System (subgrantee) assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Indigent Defense Commission (IDC) shall prescribe, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.
2. The System assures that it shall maintain such data and information and submit quarterly reports, including progress reports, financial status reports, and other data requested by the IDC, which provides information and data related to narrative and numerical performance measures developed by the IDC, not limited to the number and types of all cases filed, number and types of cases where a court appoints an attorney to represent an indigent party, disposition of each court-appointed case, caseloads carried by court-appointed attorneys in the System, etc.
3. The System assures that Quarterly reports will be uploaded into the State GMS System no later than 30 days after the end of each quarter. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
4. The System assures it will comply with State of Utah rules, policies, and rates, regarding personnel, purchasing supplies and equipment, contractual agreements, State of Utah travel rates and policies, etc., unless its home agency rates are more restrictive. If the System is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds. If the System does not currently have written policies or a fiduciary agent, the general policies adopted by the State of Utah - Department of Finance, Department of Human Resources, Division of Purchasing and General Services, etc. - must be complied with in expending grant funds.
5. The System assures it will comply, and that all its contractors will comply, with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990. The System assures that if a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, that the System will forward such findings to the IDC.
6. The System assures it will encourage all attorneys engaged in providing indigent defense services to cooperate and participate with the IDC in any investigations, audits, and/or reviews of indigent defense services.
7. The System assures it will allow the IDC to maintain oversight to: collect data, audit attorney performance, establish performance, caseload, and other standards, and to ensure Minimum Principles are being met.
8. The System assures, through appropriate language incorporated in each grant, subgrant or other document under which funds are to be disbursed, the authorized official shall assure that the applicable certified assurances and grant conditions will be complied with by their own agency and any other agency or contractor with whom they make subsequent contracts or agreements.

## GRANT CONDITIONS

1. COMPENSATION AND METHOD OF PAYMENT: The Indigent Defense Commission (IDC) will reimburse, or in rare cases with advance approval advance, the subgrantee for the share of approved program expenditures depending on the amount of award, for approved program expenditures as outlined in the subgrantee's budget, on a quarterly basis, once required invoices and reports are submitted and approved for the amount of approved expenditures, unless other payment arrangements have been agreed to in writing by the IDC.
2. AUDIT REPORTS: Subgrantees are to have annual examinations in the form of audits. The subgrantee agrees to make available to the IDC a copy of the audit.
3. UTILIZATION AND PAYMENT OF FUNDS: Funds awarded are to be expended only for purposes and activities covered by subgrantee's approved project activities and budget. Project funds will be made available in accordance with provisions as prescribed by IDC. The subgrantee agrees to return to the IDC all unexpended funds provided hereunder to the IDC within 60 days of termination of the subgrant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audit.
4. OBLIGATION OF GRANT FUNDS: Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.
5. CONSULTANT RATE: Approval of a subgrantee award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by IDC prior to obligation or expenditure of such funds.
6. EXPENSES NOT ALLOWABLE: Project funds may not be expended for: **(a) items not part of the approved budget or separately approved by IDC; (b) the purchase of land; or (c) construction projects. Expenditure of funds in excess of ten percent (10%) of the amount budgeted per budget category will be permitted only with IDC's prior written approval.**
7. TERMINATION OF AID: If through any cause the subgrantee shall fail to substantially fulfill in a timely and proper manner all of its obligations, terms, covenants, conditions, or stipulations of the subgrant agreement, as determined by the IDC, then the IDC shall have the right to terminate the subgrant agreement or to suspend fund payments by giving written notice to the subgrantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action. In such event, all finished and unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared by or on behalf of the subgrantee under the subgrant agreement shall at the option of the IDC, become its property, and the subgrantee shall be entitled to receive just and equitable reimbursement of any work satisfactorily completed under the subgrant agreement.
8. INSPECTION AND AUDIT: The IDC, the State of Utah, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee, and to relevant books and records of subgrantees and contractors.
9. PERSONAL PROPERTY: The subgrantee shall retain any nonexpendable personal property acquired with subgrant funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program, whether or not, the program continues to be supported by IDC subgrant funds. When there is no longer a need for the property to accomplish the purpose of the program, the subgrantee shall request property disposition instructions from the IDC.

10. MAINTENANCE OF RECORDS: For purposes of state and federal examinations and audits, all financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts shall be retained for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later.
11. WRITTEN APPROVAL OF CHANGES: Subgrantees must obtain prior written approval from the IDC for program changes. These include (a) change of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) budget adjustments in excess of ten percent (10%) of the affected budget category.
12. THIRD PARTY PARTICIPATION: No contract or agreement may be entered into by the subgrantee for execution of project activities or provision of services that is not incorporated in the approved proposal or approved in advance by IDC. Any such arrangement shall provide that the subgrantee will retain ultimate control and responsibility for the subgrant project and that the subgrantee shall be bound by these subgrant conditions and any other requirements applicable to the subgrantee in the conduct of the project. **The IDC shall be provided with a copy of all such contracts and agreements entered into by subgrantees.**
13. WRITTEN DESCRIPTIONS OF PROGRAMS: The subgrantee agrees that when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with State money, the subgrantee receiving State funds shall clearly state (a) the percentage of the total cost of the program or project that will be financed with State money, and (b) the dollar amount of State funds for the project or program.
14. CONFLICT OF INTEREST: The subgrantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of the IDC, provided that if such persons are or become officers or employees of the IDC they must disqualify this application and any future discussions concerning the entity making this application.
15. PROJECT DIRECTOR: There shall at all times during the life of the subgrant agreement be an individual appointed by the subgrantee as "Program Director." This individual will be responsible for program planning, operation, reporting, and administration under the subgrant agreement.
16. RELEASE OF INFORMATION: All records, papers and other documents kept by recipients of IDC funds, their subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the IDC, and are subject to any applicable state or federal laws governing the disclosure of such records.
17. COPYRIGHTS AND RIGHTS IN DATA: Where activities supported by this grant produce original computer programs, writings, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), the IDC has the right to use, duplicate and disclose, in whole, in part, or in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the System may copyright such, but the IDC reserves a royalty-free non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and authorize others to do so.
18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY: The subgrantee certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the IDC within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract. Where the subgrantee is

unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the IDC.

19. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:** This certification is required by the State rules and regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, and in the Rules Governing a Drug-Free Workplace set forth in Utah Administrative Rule 477-14-1 through 477-14-4. The regulations, published in the January 31, 1989 *Federal Register*, and incorporated by reference in the Utah Administrative Rules, require certification by subgrantees, prior to award, that they will maintain a drug-free workplace.

The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

**The System certifies that it will provide a drug-free workplace by:**

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the System's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about--
  - The dangers of drug abuse in the workplace;
  - The System's policy of maintaining a drug-free workplace;
  - Any available drug counseling, rehabilitation, and employee assistance programs; and
  - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a),
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant the employee will:
  - Abide by the terms of the statement; and
  - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
  - Taking appropriate personnel action against such an employee, up to and including termination; or
  - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

20. **CERTIFICATION REGARDING CIVIL RIGHTS AND DISCRIMINATION POLICY REQUIREMENTS:** The System assures that it will comply with the Civil Rights Act of 1964 as outlined in 28 CFR and with the Americans with Disabilities Act of 1990 as outlined in 28 CFR Part 35.

**SUBGRANTEE ACCEPTANCE OF GRANT ASSURANCES, CONDITIONS, CERTIFICATIONS AND REQUIREMENTS**

The signature below certifies that your System has reviewed and agrees to comply with each of these IDC grant assurances, conditions, certifications, and requirements in Attachment A and Attachment B of the IDC grant contract and that all of the information provided is correct, that there has been appropriate coordination with affected agencies, and that the System will comply with the provisions of all state laws.

Name and Title of Authorized Official:

Deputy Mayor & Chief Administrative Officer

Erin Litvack

Print Name

Print Title

Erin Litvack

10/4/17

Signature of Authorized Official

Date

Approved by:

Karen Crompton

Director of Human Services

Print Name

Print Title

Karen Crompton

10.4.17

Signature of Project Manager

Date

APPROVED AS TO FORM

Salt Lake County District Attorney

By:

Kelly W. Wright

Kelly W. Wright

Deputy District Attorney

Dated: 10/3/2017

# IMPACT OF OPERATION RIO GRANDE ON LDA

AUGUST 14, 2017 TO OCTOBER 10, 2017

# 1312 ORG CASES ASSIGNED TO LDA

- NEW FELONIES
- NEW STATE MISDEMEANORS
- NEW SALT LAKE CITY MISDEMEANORS
- WARRANTS
  - PENDING CRIMINAL CHARGES
  - PROBATION VIOLATIONS



# CASE LOAD COMPARISON

## AUGUST/SEPTEMBER 2016 TO 2017

CASES	2016	2017	PERCENT DIFFERENCE
FELONIES	1459	1436	-1.6%
STATE MISD.	664	886	33%
SLC MISD.	336	1185	252%
STATE PROB.VIO.	1217	1402	15%

# WORKLOAD INCREASE AS A RESULT OF ORG

- ▶ LARGE INCREASE IN MISDEMEANOR CASELOADS
- ▶ STAFFING FOR NEW COURT
  - ▶ LAWYER
  - ▶ LEGAL ASSISTANT
  - ▶ SOCIAL SERVICE PROFESSIONALS
- ▶ TRACKING ORG CASES
- ▶ LIKELY INCREASE IN FELONY FILINGS
- ▶ INCREASE IN SOCIAL SERVICE PROFESSIONAL CASELOAD