

MOTION NO. 9060

A MOTION approving amendments to the 1992/1993 public defense contracts for legal services.

WHEREAS, King County Code 2.60.040 requires county council approval of legal services contracts negotiated by the office of public defense, and

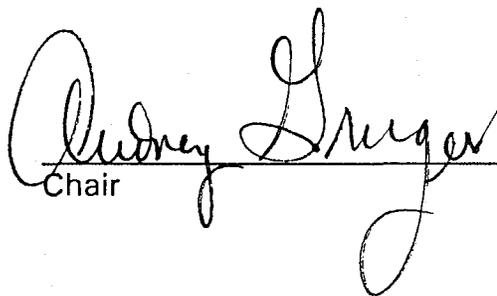
WHEREAS, legal services agreements were approved in 1992 for a two-year period, the funding was provided for 1992 only, and provision of funds for 1993 requires amendment of the legal services agreements;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The King County council authorizes and approves the amendments to the legal services contracts of Associated Counsel for the Accused, Northwest Defenders Association, Society of Counsel Representing Accused Persons, and The Defender Association.

PASSED this 28th day of June, 1993.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachment: Contract Amendment

C O N T R A C T A M E N D M E N T

9060

PROJECT NAME Public Defense Legal Services

AGENCY/CONTRACTOR Associated Counsel for the Accused

ADDRESS 401 Terrace Street
Seattle, Washington 98104

CONTRACT NO. D17368D

DATE ENTERED 1/1/92

AMENDMENT NO. 2

DATE ENTERED 1/1/93

AMENDMENT REQUESTED BY

Office of Public Defense
Organization

James C. Crane,
Administrator
Name

AMENDMENT EFFECTS

Scope of Services Method of Payment

Time of Performance Reliance

Compensation Terms & Conditions

Results of Services Other

PURPOSE: To adopt amendments necessary to implement the 1993 portion of the 1992/1993 legal services contract between King County and Associated Counsel for the Accused.

A. STANDARD CONTRACT CHANGES

Page 1. Funds the 1993 portion of the 1992/1993 legal services contract at \$6,073,949. Funding sources, funding levels and effective dates are changed as follows:

FUNDING SOURCES		FUNDING LEVELS	EFFECTIVE DATES
County	<u>1992</u>	<u>\$5,674,550</u>	<u>1/1/92 - 12/31/92</u>
County	<u>1993</u>	<u>\$6,073,949</u>	<u>1/1/93 - 12/31/93</u>
Federal			
State			
Private			
<u>TOTAL</u>	<u>1992</u>	<u>\$5,674,550</u>	<u>1/1/92 - 12/31/92</u>
<u>TOTAL</u>	<u>1993</u>	<u>\$6,073,949</u>	<u>1/1/93 - 12/31/93</u>

IN WITNESS HEREOF, The parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY, WASHINGTON

By _____

Title County Executive

Date _____

ACKNOWLEDGEMENT & ACCEPTANCE
AGENCY/CONTRACTOR

By [Signature]

Title MANAGING DIRECTOR

Date 3/10/93

9060

Page 1. Change paragraph 1 below FUNDING SOURCES, FUNDING LEVELS and EFFECTIVE DATES to read:

WHEREAS, The County desires to have legal services, as described in the Contract, performed for indigent persons entitled to a public defense in King County, by the Agency, a public defender law firm, and as authorized by Ordinance No. 10182 in 1992, and Ordinance No. 10641 in 1993.

Page 2. Change I. SCOPE OF SERVICES, to add as follows:

- 1993 Personnel Inventory Report (K.C.C. 12.16) Attached hereto as Exhibit V.A
- 1993 Affidavit of Compliance (K.C.C. 12.16) Attached hereto as Exhibit VI.A
- 1993 Approved Annual Budget Attached hereto as Exhibit XIV.A

Page 3. Change III. COMPENSATION AND METHOD OF PAYMENT, by adding to paragraph A. the following:

In 1993, the County shall pay the Agency for the services as specified in Section I in the amount not to exceed \$6,073,949 except as provided in Exhibit I. Of the above amount, \$6,073,949 is currently available.

EXHIBIT CHANGES

EXHIBIT I, Section 2. Quarterly Variance Percentages, change as follows:

	1993 Total Agency Caseload	Agency's Annual % of Total OPD Caseload	Quar- terly Vari- ance %	Yearly Vari- ance %	C A S E L O A D E S T I M A T E				
					1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	TOTAL
Felony	2,946	30.9%	7.5%	2.5%	766	691	734	755	2,946
KC Misd	7,566	60.0%	10.0%	5.0%	1,888	1,868	1,955	1,855	7,566
Juv Off	1,935	23.3%	10.0%	5.0%	447	512	477	499	1,935
SMC	5,550	34.8%	10.0%	5.0%	1,418	1,465	1,439	1,228	5,550

Change paragraph two, EXHIBIT I, Section 3. King County Misdemeanor Program, to read:

The payment is based on an assumption of 16.81 FTE attorneys for case assignments and 1.5 FTE attorney for the Change of Venue Calendar.

After paragraph six add to EXHIBIT I, Section 4. Requests for Supplemental Funding or Contract Modification, the following new paragraph:

Immediately following the first two months in any quarter, OPD shall evaluate the number of cases assigned to the Agency during that time and project the number of expected cases for the quarter. If the projection for any program area indicates that the Agency will, for that quarter, receive a number of cases equal to or greater than the contract estimate plus the quarterly variance for that quarter, then OPD shall consider that finding as a request for supplemental funding from the Agency.

Change paragraph seven, EXHIBIT I, Section 4. Requests for Supplemental Funding or Contract Modification, to read:

Further, the Agency may submit for OPD's consideration a request for supplemental funding when the Agency finds that funding in the Contract is no longer adequate to provide the services required by the Contract. A request to modify the Contract shall be based on an estimate of actual costs necessary to fund the cost of services required and shall reference the entire Agency budget to demonstrate the claimed lack of funding. OPD shall respond to such request within thirty (30) days of receipt, or within thirty (30) days after OPD has made a finding following the first two months in any quarter that the projection for any program area indicates that the Agency will, for that quarter, receive a number of cases greater than the Contract estimate plus quarterly variance for that quarter. Should such supplemental funding not be approved, OPD shall notify the Agency within thirty (30) days the finding of the request that the supplemental funds shall not be available. Upon such notification the Agency shall not be obligated to accept cases for the following quarter(s) beyond the contracted quarterly estimate plus the yearly variance percentage applied to the relevant quarter(s). It is understood that the Agency need not accept more than the annual contracted caseload plus the yearly variance percentage. If at any time after such request supplemental funding sufficient to meet the cost of the additional full time equivalency (FTE) staff required for the increased cases shall be made available, the Agency shall be required to accept cases in accordance with the original quarterly variance schedule.

In EXHIBIT I, Section 5. Complex Litigation, after "Felony Fraud: 1 FTE attorney; 12.9 complex litigation case credits per month.", add the following paragraph:

Frye Hearing Cases

1 FTE attorney; 12.9 complex litigation case credits per month. If defense prevails at the hearing and the trial is at least two weeks after the hearing, the Agency shall cease to receive 12.9 credits per month immediately after the hearing has been completed. Further credits shall be assigned as follows: one (1) credit for the first one-hundred (100) attorney hours following the hearing, and one-half (1/2) credit for each twenty-five (25) attorney hours over 100 hours. A maximum of two (2) Frye Hearing cases shall be allowed using complex litigation case credits in this contract. All further Frye Hearing cases will receive one (1) felony credit and extra credits as specified in EXHIBIT I, SECTION II, CASE CREDIT APPLICATION SCHEDULE, Case Credits, Felony. Should the Agency believe a Frye Hearing case will require extraordinary attorney effort beyond the felony and extra case credit procedure, the Agency may request and negotiate with the OPD Administrator for compensation of that case outside the contract.

In EXHIBIT I, Section 5. Complex Litigation, after "In the event the designated attorney is not occupied with a complex litigation case, OPD may assign other felony cases up to 12.9 per month.", add the following paragraph:

Frye hearing cases are not included in the limits of one (1) pending complex litigation case per complex litigation unit.

9060

Add Section 7. 1993 Payment to EXHIBIT I as follows:

Section 7. 1993 Payment

In 1993, the Agency shall be paid the following monthly amounts for cases and special services.

<u>Program Area</u>	<u>Monthly Payment</u>	<u>12 Month Total</u>
Felony, including SRA Out-of-Custody Modification Calendar	\$159,786.08	\$1,917,433
King County Misdemeanor, including the following services: Change of Venue Calendar, and 24-Hour Phone Service for all King County District Courts	142,506.83	1,710,082
Juvenile, including Juvenile First Appearance Calendar	<u>44,205.08</u>	<u>530,461</u>
Subtotal CX Contracted Cases	\$346,497.99	\$4,157,976
Seattle, including the following services: Out-of-Custody Arraignment; Monday to Friday In-Custody Arraignments	\$159,664.42	\$1,915,973
<u>TOTAL</u>	<u>\$506,162.41</u>	<u>\$6,073,949</u>

Add EXHIBIT V.A - 1993 Personnel Inventory Report (K.C.C. 12.16). (Attached hereto.)

Add EXHIBIT VI.A - 1993 Affidavit of Compliance (K.C.C. 12.16). (Attached hereto.)

Add EXHIBIT XIV.A - 1993 Approved Annual Budget. (Attached hereto.)

C O N T R A C T A M E N D M E N T

PROJECT NAME	<u>Public Defense Legal Services</u>	CONTRACT NO.	<u>D17369D</u>
AGENCY/CONTRACTOR	<u>Northwest Defenders Association</u>	DATE ENTERED	<u>1/1/92</u>
ADDRESS	<u>157 Yesler Way, Suite 203</u>	AMENDMENT NO.	<u>2</u>
	<u>Seattle, Washington 98104</u>	DATE ENTERED	<u>1/1/93</u>

AMENDMENT REQUESTED BY

Office of Public Defense
Organization

James C. Crane,
Administrator
Name

AMENDMENT EFFECTS

<input checked="" type="checkbox"/> <u>Scope of Services</u>	<input checked="" type="checkbox"/> <u>Method of Payment</u>
<input type="checkbox"/> <u>Time of Performance</u>	<input type="checkbox"/> <u>Reliance</u>
<input checked="" type="checkbox"/> <u>Compensation</u>	<input checked="" type="checkbox"/> <u>Terms & Conditions</u>
<input type="checkbox"/> <u>Results of Services</u>	<input type="checkbox"/> <u>Other</u>

PURPOSE: To adopt amendments necessary to implement the 1993 portion of the 1992/1993 legal services contract between King County and Northwest Defenders Association.

A. STANDARD CONTRACT CHANGES

Page 1. Funds the 1993 portion of the 1992/1993 legal services contract at \$2,008,954. Funding sources, funding levels and effective dates are changed as follows:

<u>FUNDING SOURCES</u>	<u>FUNDING LEVELS</u>	<u>EFFECTIVE DATES</u>
County <u>1992</u>	<u>\$1,946,607</u>	<u>1/1/92 - 12/31/92</u>
County <u>1993</u>	<u>\$2,008,954</u>	<u>1/1/93 - 12/31/93</u>
Federal		
State		
Private		
<u>TOTAL 1992</u>	<u>\$1,946,607</u>	<u>1/1/92 - 12/31/92</u>
<u>TOTAL 1993</u>	<u>\$2,008,954</u>	<u>1/1/93 - 12/31/93</u>

IN WITNESS WHEREOF, The parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY, WASHINGTON

By _____

Title County Executive

Date _____

ACKNOWLEDGEMENT & ACCEPTANCE
AGENCY/CONTRACTOR

By [Signature]

Title Executive Director

Date 3/11/93

Page 1. Change paragraph 1 below FUNDING SOURCES, FUNDING LEVELS and EFFECTIVE DATES to read:

WHEREAS, The County desires to have legal services, as described in the Contract, performed for indigent persons entitled to a public defense in King County, by the Agency, a public defender law firm, and as authorized by Ordinance No. 10182 in 1992, and Ordinance No. 10641 in 1993.

Page 2. Change I. SCOPE OF SERVICES, to add as follows:

- 1993 Personnel Inventory Report (K.C.C. 12.16) Attached hereto as Exhibit V.A
- 1993 Affidavit of Compliance (K.C.C. 12.16) Attached hereto as Exhibit VI.A
- 1993 Approved Annual Budget Attached hereto as Exhibit XIV.A

Page 3. Change III. COMPENSATION AND METHOD OF PAYMENT, by adding to paragraph A. the following:

In 1993, the County shall pay the Agency for the services as specified in Section I in the amount not to exceed \$2,008,954 except as provided in Exhibit I. Of the above amount, \$2,008,954 is currently available.

EXHIBIT CHANGES

EXHIBIT I, Section 2. Quarterly Variance Percentages, change as follows:

	1993 Total Agency Caseload	Agency's Annual % of Total OPD Caseload	Quar- terly Vari- ance %	Yearly Vari- ance %	<u>C A S E L O A D E S T I M A T E</u>				
					1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	TOTAL
					Felony	1,164	12.2%	7.5%	2.5%
Juv Off	1,067	12.3%	10.0%	5.0%	246	283	263	275	1,067
SMC	3,605	22.6%	10.0%	5.0%	921	952	935	797	3,605

After paragraph six add to EXHIBIT I, Section 4. Requests for Supplemental Funding or Contract Modification, the following new paragraph:

Immediately following the first two months in any quarter, OPD shall evaluate the number of cases assigned to the Agency during that time and project the number of expected cases for the quarter. If the projection for any program area indicates that the Agency will, for that quarter, receive a number of cases equal to or greater than the contract estimate plus the quarterly variance for that quarter, then OPD shall consider that finding as a request for supplemental funding from the Agency.

9060

Change paragraph seven, EXHIBIT I, Section 4. Requests for Supplemental Funding or Contract Modification, to read:

Further, the Agency may submit for OPD's consideration a request for supplemental funding when the Agency finds that funding in the Contract is no longer adequate to provide the services required by the Contract. A request to modify the Contract shall be based on an estimate of actual costs necessary to fund the cost of services required and shall reference the entire Agency budget to demonstrate the claimed lack of funding. OPD shall respond to such request within thirty (30) days of receipt, or within thirty (30) days after OPD has made a finding following the first two months in any quarter that the projection for any program area indicates that the Agency will, for that quarter, receive a number of cases greater than the Contract estimate plus quarterly variance for that quarter. Should such supplemental funding not be approved, OPD shall notify the Agency within thirty (30) days the finding of the request that the supplemental funds shall not be available. Upon such notification the Agency shall not be obligated to accept cases for the following quarter(s) beyond the contracted quarterly estimate plus the yearly variance percentage applied to the relevant quarter(s). It is understood that the Agency need not accept more than the annual contracted caseload plus the yearly variance percentage. If at any time after such request supplemental funding sufficient to meet the cost of the additional full time equivalency (FTE) staff required for the increased cases shall be made available, the Agency shall be required to accept cases in accordance with the original quarterly variance schedule.

Add Section 6. 1993 Payment to EXHIBIT I as follows:

Section 6. 1993 Payment

In 1993, the Agency shall be paid the following monthly amounts for cases and special services.

<u>Program Area</u>	<u>Monthly Payment</u>	<u>12 Month Total</u>
Felony, including SRA Out-of-Custody Modification Calendar	\$ 62,837.08	\$ 754,045
Juvenile, including Juvenile First Appearance Calendar	<u>25,792.75</u>	<u>309,513</u>
Subtotal CX Contracted Cases	\$ 88,629.83	\$1,063,558
Seattle, including Sunday In-Custody Arraignments	\$ 78,783.00	\$ 945,396
<u>TOTAL</u>	<u>\$167,412.83</u>	<u>\$2,008,954</u>

Add EXHIBIT V.A - 1993 Personnel Inventory Report (K.C.C. 12.16). (Attached hereto.)

Add EXHIBIT VI.A - 1993 Affidavit of Compliance (K.C.C. 12.16). (Attached hereto.)

Add EXHIBIT XIV.A - 1993 Approved Annual Budget. (Attached hereto.)

C O N T R A C T A M E N D M E N T

PROJECT NAME Public Defense Legal Services

AGENCY/CONTRACTOR Society of Counsel
Representing Accused Persons

ADDRESS 1401 East Jefferson, Suite 200
Seattle, Washington 98122

CONTRACT NO. D17370D

DATE ENTERED 1/1/92

AMENDMENT NO. 2

DATE ENTERED 1/1/93

AMENDMENT REQUESTED BY

Office of Public Defense
Organization

James C. Crane,
Administrator
Name

AMENDMENT EFFECTS

Scope of Services Method of Payment

Time of Performance Reliance

Compensation Terms & Conditions

Results of Services Other

PURPOSE: To adopt amendments necessary to implement the 1993 portion of the 1992/1993 legal services contract between King County and Society of Counsel Representing Accused Persons.

A. STANDARD CONTRACT CHANGES

Page 1. Funds the 1993 portion of the 1992/1993 legal services contract at \$4,225,700. Funding sources, funding levels and effective dates are changed as follows:

<u>FUNDING SOURCES</u>		<u>FUNDING LEVELS</u>	<u>EFFECTIVE DATES</u>
County	<u>1992</u>	<u>\$3,926,420</u>	<u>1/1/92 - 12/31/92</u>
County	<u>1993</u>	<u>\$4,225,700</u>	<u>1/1/93 - 12/31/93</u>
Federal			
State			
Private			
<u>TOTAL</u>	<u>1992</u>	<u>\$3,926,420</u>	<u>1/1/92 - 12/31/92</u>
<u>TOTAL</u>	<u>1993</u>	<u>\$4,225,700</u>	<u>1/1/93 - 12/31/93</u>

IN WITNESS HEREOF, The parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY, WASHINGTON

By _____

Title County Executive

Date _____

ACKNOWLEDGEMENT & ACCEPTANCE
AGENCY/CONTRACTOR

By David Compton

David Compton

Title Executive Director

Date 3-8-93

Page 1. Change paragraph 1 below FUNDING SOURCES, FUNDING LEVELS and EFFECTIVE DATES to read:

WHEREAS, The County desires to have legal services, as described in the Contract, performed for indigent persons entitled to a public defense in King County, by the Agency, a public defender law firm, and as authorized by Ordinance No. 10182 in 1992, and Ordinance No. 10641 in 1993.

Page 2. Change I. SCOPE OF SERVICES, to add as follows:

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- 1993 Affidavit of Compliance (K.C.C. 12.16) Attached hereto as Exhibit VI.A
- 1993 Approved Annual Budget Attached hereto as Exhibit XIV.A

Page 3. Change III. COMPENSATION AND METHOD OF PAYMENT, by adding to paragraph A. the following:

In 1993, the County shall pay the Agency for the services as specified in Section I in the amount not to exceed \$4,225,700 except as provided in Exhibit I. Of the above amount, \$4,225,700 is currently available.

EXHIBIT CHANGES

EXHIBIT I, Section 2. Quarterly Variance Percentages, change as follows:

	1993 Total Agency Caseload	Agency's Annual % of Total OPD Caseload	Quar- terly Vari- ance %	Yearly Vari- ance %	<u>C A S E L O A D E S T I M A T E</u>				
					1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	TOTAL
Felony	1,936	20.3%	7.5%	2.5%	503	454	483	496	1,936
KC Misd	2,522	20.0%	10.0%	5.0%	629	623	651	619	2,522
Juv Off	2,839	32.7%	10.0%	5.0%	656	751	700	732	2,839
Dep.	2,552	60.0%	10.0%	5.0%	671	618	538	725	2,552
Civil C.	250	100.0%	10.0%	5.0%	62	62	63	63	250

Change paragraph two, EXHIBIT I, Section 3. King County Misdemeanor Program and Civil Contempt, to read:

The payment is based on an assumption of 5.6 FTE attorneys for misdemeanor cases. The payment also includes 1.25 FTE attorneys with an annual caseload of 200, and 1.0 FTE paralegal to handle civil contempt matters.

After paragraph six add to EXHIBIT I, Section 4. Requests for Supplemental Funding or Contract Modification, the following new paragraph:

Immediately following the first two months in any quarter, OPD shall evaluate the number of cases assigned to the Agency during that time and project the number of expected cases for the quarter. If the projection for any program area indicates that the Agency will, for that quarter, receive a number of cases equal to or greater than the contract estimate plus the quarterly variance for that quarter, then OPD shall consider that finding as a request for supplemental funding from the Agency.

Change paragraph seven, EXHIBIT I, Section 4. Requests for Supplemental Funding or Contract Modification, to read:

Further, the Agency may submit for OPD's consideration a request for supplemental funding when the Agency finds that funding in the Contract is no longer adequate to provide the services required by the Contract. A request to modify the Contract shall be based on an estimate of actual costs necessary to fund the cost of services required and shall reference the entire Agency budget to demonstrate the claimed lack of funding. OPD shall respond to such request within thirty (30) days of receipt, or within thirty (30) days after OPD has made a finding following the first two months in any quarter that the projection for any program area indicates that the Agency will, for that quarter, receive a number of cases greater than the Contract estimate plus quarterly variance for that quarter. Should such supplemental funding not be approved, OPD shall notify the Agency within thirty (30) days the finding of the request that the supplemental funds shall not be available. Upon such notification the Agency shall not be obligated to accept cases for the following quarter(s) beyond the contracted quarterly estimate plus the yearly variance percentage applied to the relevant quarter(s). It is understood that the Agency need not accept more than the annual contracted caseload plus the yearly variance percentage. If at any time after such request supplemental funding sufficient to meet the cost of the additional full time equivalency (FTE) staff required for the increased cases shall be made available, the Agency shall be required to accept cases in accordance with the original quarterly variance schedule.

In EXHIBIT I, Section 5. Complex Litigation, after "Felony Fraud: 1 FTE attorney; 12.9 complex litigation case credits per month.", add the following paragraph:

Frye Hearing Cases

1 FTE attorney; 12.9 complex litigation case credits per month. If defense prevails at the hearing and the trial is at least two weeks after the hearing, the Agency shall cease to receive 12.9 credits per month immediately after the hearing has been completed. Further credits shall be assigned as follows: one (1) credit for the first one-hundred (100) attorney hours following the hearing, and one-half (1/2) credit for each twenty-five (25) attorney hours over 100 hours. A maximum of two (2) Frye Hearing cases shall be allowed using complex litigation case credits in this contract. All further Frye Hearing cases will receive one (1) felony credit and extra credits as specified in EXHIBIT I, SECTION II, CASE CREDIT APPLICATION SCHEDULE, Case Credits, Felony. Should the Agency believe a Frye Hearing case will require extraordinary attorney effort beyond the felony and extra case credit procedure, the Agency may request and negotiate with the OPD Administrator for compensation of that case outside the contract.

In EXHIBIT I, Section 5. Complex Litigation, after "In the event the designated attorney is not occupied with a complex litigation case, OPD may assign other felony cases up to 12.9 per month.", add the following paragraph:

Frye hearing cases are not included in the limits of one (1) pending complex litigation case per complex litigation unit.

Add Section 7. 1993 Payment to EXHIBIT I as follows:

Section 7. 1993 Payment

In 1993, the Agency shall be paid the following monthly amounts for cases and special services.

<u>Program Area</u>	<u>Monthly Payment</u>	<u>12 Month Total</u>
Felony, including SRA Out-of-Custody Modification Calendar	\$109,932.67	\$1,319,192
King County Misdemeanor, including Civil Contempt	53,428.92	641,147
Juvenile, including Juvenile First Appearance Calendar	74,214.00	890,568
Dependency, including Dependency Calendar	<u>114,566.08</u>	<u>1,374,793</u>
<u>TOTAL</u>	<u>\$352,141.67</u>	<u>\$4,225,700</u>

Add EXHIBIT V.A - 1993 Personnel Inventory Report (K.C.C. 12.16). (Attached hereto.)

Add EXHIBIT VI.A - 1993 Affidavit of Compliance (K.C.C. 12.16). (Attached hereto.)

Add EXHIBIT XIV.A - 1993 Approved Annual Budget. (Attached hereto.)

ATTACHMENT

9060

CONTRACT AMENDMENT

Page 1 of 4 Pages

PROJECT NAME Public Defense Legal Services

AGENCY/CONTRACTOR The Defender Association

ADDRESS 810 Third Avenue, Suite 800
Seattle, Washington 98104

CONTRACT NO. D17371D

DATE ENTERED 1/1/92

AMENDMENT NO. 2

DATE ENTERED 1/1/93

AMENDMENT REQUESTED BY

Office of Public Defense
Organization

James C. Crane,
Administrator
Name

AMENDMENT EFFECTS

Scope of Services Method of Payment

Time of Performance Reliance

Compensation Terms & Conditions

Results of Services Other

PURPOSE: To adopt amendments necessary to implement the 1993 portion of the 1992/1993 legal services contract between King County and The Defender Association.

A. STANDARD CONTRACT CHANGES

Page 1. Funds the 1993 portion of the 1992/1993 legal services contract at \$6,905,548. Funding sources, funding levels and effective dates are changed as follows:

FUNDING SOURCES		FUNDING LEVELS	EFFECTIVE DATES
County	1992	\$5,865,497	1/1/92 - 12/31/92
County	1993	\$6,334,344	1/1/93 - 12/31/93
Federal			
State	1992 - Involuntary Treatment	\$ 438,853	1/1/92 - 12/31/92
State	1993 - Involuntary Treatment	\$ 488,037	1/1/93 - 12/31/93
State	1992 - Sexual Violence Act	\$ 73,667	1/1/92 - 12/31/92
State	1993 - Sexual Violence Act	\$ 83,167	1/1/93 - 12/31/93
Private			
TOTAL 1992		\$6,378,017	1/1/92 - 12/31/92
TOTAL 1993		\$6,905,548	1/1/93 - 12/31/93

IN WITNESS WHEREOF, The parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY, WASHINGTON

By _____

Title County Executive

Date _____

ACKNOWLEDGEMENT & ACCEPTANCE	
AGENCY/CONTRACTOR	
By	
Title	<u>Assistant</u>
Date	<u>3/9/93</u>

Page 1. Change paragraph 1 below FUNDING SOURCES, FUNDING LEVELS and EFFECTIVE DATES to read:

WHEREAS, The County desires to have legal services, as described in the Contract, performed for indigent persons entitled to a public defense in King County, by the Agency, a public defender law firm, and as authorized by Ordinance No. 10182 in 1992, and Ordinance No. 10641 in 1993.

Page 2. Change I. SCOPE OF SERVICES, to add as follows:

- 1993 Personnel Inventory Report (K.C.C. 12.16) Attached hereto as Exhibit V.A
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- 1993 Approved Annual Budget Attached hereto as Exhibit XIV.A

Page 3. Change III. COMPENSATION AND METHOD OF PAYMENT, by adding to paragraph A. the following:

In 1993, the County shall pay the Agency for the services as specified in Section I in the amount not to exceed \$6,905,548 except as provided in Exhibit I. Of the above amount, \$6,905,548 is currently available.

EXHIBIT CHANGES

EXHIBIT I, Section 2. Quarterly Variance Percentages, change as follows:

	1993 Total Agency Caseload	Agency's Annual % of Total OPD Caseload	Quar- terly Vari- ance %	Yearly Vari- ance %	CASELOAD ESTIMATE				
					1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	TOTAL
Felony	3,478	36.5%	7.5%	2.5%	904	815	868	891	3,478
KC Misd	2,522	20.0%	10.0%	5.0%	629	623	651	619	2,522
Juv Off	2,839	32.7%	10.0%	5.0%	656	751	700	732	2,839
Dep.	1,707	40.0%	10.0%	5.0%	449	413	360	485	1,707
SMC	6,798	42.6%	10.0%	5.0%	1,736	1,795	1,763	1,504	6,798
Invol. C	2,316	100.0%	10.0%	5.0%	579	579	579	579	2,316

Change paragraph two, EXHIBIT I, Section 3. King County Misdemeanor Program, to read:

The payment is based on an assumption of 5.6 FTE attorneys.

After paragraph six add to EXHIBIT I, Section 4. Requests for Supplemental Funding or Contract Modification, the following new paragraph:

Immediately following the first two months in any quarter, OPD shall evaluate the number of cases assigned to the Agency during that time and project the number of expected cases for the quarter. If the projection for any program area indicates that the Agency will, for that quarter, receive a number of cases equal to or greater than the contract estimate plus the quarterly variance for that quarter, then OPD shall consider that finding as a request for supplemental funding from the Agency.

Change paragraph seven, EXHIBIT I, Section 4. Requests for Supplemental Funding or Contract Modification, to read:

Further, the Agency may submit for OPD's consideration a request for supplemental funding when the Agency finds that funding in the Contract is no longer adequate to provide the services required by the Contract. A request to modify the Contract shall be based on an estimate of actual costs necessary to fund the cost of services required and shall reference the entire Agency budget to demonstrate the claimed lack of funding. OPD shall respond to such request within thirty (30) days of receipt, or within thirty (30) days after OPD has made a finding following the first two months in any quarter that the projection for any program area indicates that the Agency will, for that quarter, receive a number of cases greater than the Contract estimate plus quarterly variance for that quarter. Should such supplemental funding not be approved, OPD shall notify the Agency within thirty (30) days the finding of the request that the supplemental funds shall not be available. Upon such notification the Agency shall not be obligated to accept cases for the following quarter(s) beyond the contracted quarterly estimate plus the yearly variance percentage applied to the relevant quarter(s). It is understood that the Agency need not accept more than the annual contracted caseload plus the yearly variance percentage. If at any time after such request supplemental funding sufficient to meet the cost of the additional full time equivalency (FTE) staff required for the increased cases shall be made available, the Agency shall be required to accept cases in accordance with the original quarterly variance schedule.

In EXHIBIT I, Section 5. Complex Litigation, after "Felony Fraud: 1 FTE attorney; 12.9 complex litigation case credits per month.", add the following paragraph:

Frye Hearing Cases 1 FTE attorney; 12.9 complex litigation case credits per month. If defense prevails at the hearing and the trial is at least two weeks after the hearing, the Agency shall cease to receive 12.9 credits per month immediately after the hearing has been completed. Further credits shall be assigned as follows: one (1) credit for the first one-hundred (100) attorney hours following the hearing, and one-half (1/2) credit for each twenty-five (25) attorney hours over 100 hours. A maximum of two (2) Frye Hearing cases shall be allowed using complex litigation case credits in this contract. All further Frye Hearing cases will receive one (1) felony credit and extra credits as specified in EXHIBIT I, SECTION II, CASE CREDIT APPLICATION SCHEDULE, Case Credits, Felony. Should the Agency believe a Frye Hearing case will require extraordinary attorney effort beyond the felony and extra case credit procedure, the Agency may request and negotiate with the OPD Administrator for compensation of that case outside the contract.

Change paragraph four, EXHIBIT I, Section 5. Complex Litigation, to read:

The Agency shall designate two (2) attorneys of a Senior Public Defense I level or above, or the equivalent of one (1) full-time FTE Senior I and one (1) full-time FTE Defender IV, and one (1) full-time FTE investigator to handle complex litigation cases.

Each complex case shall have one (1) FTE Senior Public Defense I level or above, or the equivalent of one half-time (.5) FTE Senior I and one half-time (.5) FTE Defender IV and one half-time (.5) FTE investigator assigned.

In EXHIBIT I, Section 5. Complex Litigation, after "In the event the designated attorney is not occupied with a complex litigation case, OPD may assign other felony cases up to 12.9 per month.", add the following paragraph:

Frye hearing cases are not included in the limits of one (1) pending complex litigation case per complex litigation unit.

Add Section 8. 1993 Payment to EXHIBIT I as follows:

Section 8. 1993 Payment

In 1993, the Agency shall be paid the following monthly amounts for cases and special services.

<u>Program Area</u>	<u>Monthly Payment</u>	<u>12 Month Total</u>
Felony, including the following services: Felony Arraignment; Felony Preliminary Appearance Calendar; and SRA Out-of-Custody Modification Calendar	\$188,276.83	\$2,259,322
King County Misdemeanor	43,549.92	522,599
Juvenile, including the following services: Juvenile Attorney of the Day; and Juvenile First Appearance Calendar	65,786.92	789,443
Dependency, including Dependency Calendar	<u>75,171.17</u>	<u>902,054</u>
Subtotal CX Contracted Cases	\$372,784.84	\$4,473,418
Seattle, including the following services: Saturday In-Custody Arraignment; and 24-Hour Emergency Phone	\$155,077.17	\$1,860,926
ITA	\$ 39,449.66	\$ 473,396
ALC/DRUG	<u>1,220.09</u>	<u>14,641</u>
Subtotal I/C	\$ 40,669.75	\$ 488,037
<u>TOTAL</u>	<u>\$568,531.76</u>	<u>\$6,822,381</u>

Add EXHIBIT V.A - 1993 Personnel Inventory Report (K.C.C. 12.16). (Attached hereto.)

Add EXHIBIT VI.A - 1993 Affidavit of Compliance (K.C.C. 12.16). (Attached hereto.)

Add EXHIBIT XIV.A - 1993 Approved Annual Budget. (Attached hereto.)