

May 1, 1997

Introduced By: KENT PULLEN

Proposed No.: 97-376

MOTION NO. **10251**

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A MOTION approving amendments to the 1996/1997 public defense contracts for legal services.

WHEREAS, K.C.C. 2.60.040 requires county council approval of all legal services contracts entered into by the county executive, and

WHEREAS, legal services agreements were approved in 1996 for a two-year period, the funding was provided for 1996 only, and provision of funds for 1997 requires amendments of the legal services agreements;

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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 by a vote of 12 to 0 this 21ST day of July,
1997

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Hague
Chair

ATTEST:

[Signature]
Clerk of the Council

Attachments:

- A. Associated Counsel for the Accused contract amendment
- B. Northwest Defenders Association contract amendment
- C. Society of Counsel Representing Accused Persons contract
- D. The Defender Association contract amendment

CONTRACT AMENDMENT

PROJECT NAME Public Defense Legal Services

CONTRACT NO. D24329D

AGENCY/CONTRACTOR Associated Counsel for the Accused

DATE ENTERED 01/01/96

ADDRESS 401 Terrace Street

AMENDMENT NO. 1

Seattle, WA 98104

DATE ENTERED 04/08/97

AMENDMENT REQUESTED BY	AMENDMENT EFFECTS	
<u>Office of Public Defense</u> Organization	<input checked="" type="checkbox"/> Scope of Services	<input type="checkbox"/> Method of Payment
<u>James C. Crane, Administrator</u> Name	<input type="checkbox"/> Time of Performance	<input type="checkbox"/> Reliance
	<input checked="" type="checkbox"/> Compensation	<input checked="" type="checkbox"/> Terms & Conditions
	<input type="checkbox"/> Results of Services	<input type="checkbox"/> Other

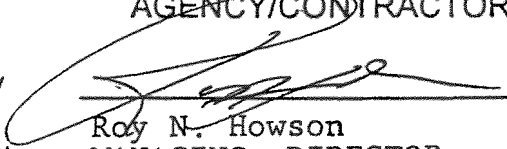
PURPOSE: To adopt amendments necessary to implement the 1997 portion of the 1996/1997 legal services contract between King County and Associated Counsel for the Accused.

A. STANDARD CONTRACT CHANGES

Page 1: Funds the 1997 portion of the 1996/1997 legal services contract amount at \$6,680,205. Funding sources, funding levels and effective dates are changed as follows:

FUNDING SOURCES		LEVELS	EFFECTIVE DATES
County	1996	\$6,356,286	01/01/96 - 12/31/96
	1997	\$6,680,205	01/01/97 - 12/31/97
Federal			
State			
Private			
TOTAL	1996	\$6,356,286	01/01/96 - 12/31/96
	1997	\$6,680,205	01/01/97 - 12/31/97

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

KING COUNTY, WASHINGTON	ACKNOWLEDGMENT & ACCEPTANCE AGENCY/CONTRACTOR
By _____	By 
Title County Executive	Title <u>MANAGING DIRECTOR</u>
Date _____	Date <u>April 9, 1997</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. 12029 in 1996, and Ordinance No. 12538 in 1997.

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

- | | | |
|----------|---|-----------------------------------|
| <u>X</u> | 1997 Personnel Inventory Report (K.C.C. 12.16) | Attached hereto as Exhibit VIII.A |
| <u>X</u> | 1997 Affidavit of Compliance | Attached hereto as Exhibit IX.A |
| <u>X</u> | Requirements of Section 504 of the 1973 Rehabilitation Act/Waiver Statement | Attached hereto as Exhibit XII.A |
| <u>X</u> | Salary Plan | Attached hereto as Exhibit XV.A |
| <u>X</u> | 1997 Approved Annual Budget | Attached hereto as Exhibit XVI.A |

Page 3. See attached page 3.

B. EXHIBIT CHANGES

Add EXHIBIT I - Scope of Services. Attached hereto.

Add EXHIBIT II - Payment Schedule. Attached hereto.

Add EXHIBIT III - Case Credit Application Schedule. Attached hereto.

Add EXHIBIT IV - Special Services. Attached hereto.

Add EXHIBIT VIII.A - 1997 Personnel Inventory Report (K.C.C. 12.16). Attached hereto.

Add EXHIBIT IX.A - 1997 Affidavit of Compliance (K.C.C. 12.16). Attached hereto.

Add EXHIBIT XII.A - 1997 Requirements of Section 504 of the 1973 Rehabilitation Act/Waiver Statement.

Add EXHIBIT XV.A - 1997 Salary Plan.

Add EXHIBIT XVI.A - 1997 Approved Annual Budget.

Add EXHIBIT XVII.A - 1997 Statement of Recycled Paper Compliance

II. DURATION OF CONTRACT

This Contract shall commence on the first (1st) day of January, 1996 and terminate the thirty-first (31st) day of December, 1997 unless extended or terminated earlier pursuant to the terms and conditions of this Contract. The amount of payment to the Agency for the period for January 1, through December 31, 1997, will be determined based on the 1997 budgets passed by the Metropolitan King County Council and Seattle City Council. The parties acknowledge that because of the County's anticipated severe financial circumstance in 1996, the County will pay the Agency at a different rate for King County misdemeanor cases than in 1995. This may be below the actual cost to the agency for providing representation to indigent defendants in King County misdemeanor cases. The parties agree that the reduced rate is intended to apply only to King County misdemeanor cases. The Office of Public Defense will make every effort to return to the actual cost methodology in 1997.

III. COMPENSATION AND METHOD OF PAYMENT

- A. In 1997, the County shall reimburse the Agency for the services as specified in Section I in the amount not to exceed \$6,680,205 except as provided in Exhibit I. Should the Metropolitan King County Council authorize additional COLA, the amount of the contract will increase by \$19,478.

Of the above amount, \$6,680,205 is currently available. Any obligation by the County to provide any amount beyond what is available is specifically conditioned on passage by the Seattle City Council of a supplemental appropriation. In the event that no additional funds are available, the caseloads and payments as currently described shall be renegotiated to reflect total funds available.

- B. OPD shall provide the Agency with a certification of case assignments ten (10) working days after the close of each calendar month. The Agency shall return the signed certification within ten (10) working days of receipt. The County will pay the Agency by the eighth (8) working day of the following month.

EXHIBIT I

Scope of Services ASSOCIATED COUNSEL FOR THE ACCUSED

A. Services Required

The services required in the 1997 portion of this Contract are defined for all program areas except King County misdemeanors as follows: Public defense attorney services for the completion of 1997 cases assigned plus or minus the annual variance percentage for each program area. In no event will case assignments exceed the quarterly variance in any given quarter. Quarterly estimates are provided for planning purposes only.

This Contract is intended to provide compensation to the Agency for the services of a particular number of attorney and staff members. It is understood that the number of attorneys required is dependent upon several different factors. Two of the most significant factors are, (1) the number of cases an individual attorney may be expected to manage per year, and (2) the courts' various calendar requirements and workday requirements.

The payment section of this contract is based upon the number of cases an attorney may be expected to manage as stated in Section XI.A. and upon the courts' calendars and work schedules as they existed at the time the 1993 King County Budget was adopted (excluding any "experimental" calendars). The Agency's requirement for the delivery of services is, to that extent, defined by those factors.

Any requests by the courts for additional attorney FTE's due to changes in calendars or work schedules will be negotiated separately by the agency and OPD and such additional services shall only be required when funding has been approved by the County, and payment arranged by contract modification. Further limitations as to particular programs are stated below.

The services required by the 1997 portion of this Contract for King County District Courts is the availability of an FTE attorney to handle each 450 cases assigned to the Agency within the following limits:

- a) December, 1993, State criminal calendars are assumed to define the time commitments of the Agency's attorneys, except for the District Court Presiding calendar.
- b) Significant changes in court calendars, primarily the need to staff additional courtrooms at the same time as those on the December, 1993 schedule, shall not be considered the Agency's responsibility within the terms of this Contract unless the addition of said calendars can be accommodated by Agency attorneys assigned to the court within the equivalent of four (4) workdays of in-court service for clients and one (1) workday of "out-of-court" or "in office" service for clients each week.

The services required by the 1997 portion of this Contract for Seattle Municipal Court are based on the availability of an FTE attorney to handle each 380 cases, provided that the Agency shall not be required to be responsible for more than two night in-custody calendars and four out-of-custody night calendars per week, except as provided in Exhibits I.5 through I.7.

B. Quarterly Variance Percentages

OPD shall make reasonable efforts to limit the Agency to the following percentages of total case assignments for all agencies for each quarter of the year. The total 1997 estimated cases are shown below. Quarterly caseload estimates are provided for planning purposes. Felony fraud and aggravated homicide cases are included as felonies.

Should the projected percent of total caseload distribution in the Felony or Seattle Municipal Court case categories be greater than ten percent (10%) of the Agency's contracted distribution percentage, the Agency shall not have to take more than one month plus the one-third quarterly variance number of cases each month. It is understood that the Agency need not accept more than the annual contracted caseload plus the yearly variance percentage. OPD shall provide to the Agency quarterly estimates of caseload at least one (1) month prior to the beginning of each calendar quarter and shall make available, upon request, the data and rationale which forms the basis of such estimate(s).

Case Category	1997 Total Agency Caseload	Agency's Annual % of Total OPD Caseload	Quarterly Variance Percent	Yearly Variance Percent	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	TOTAL
Felony*	2,708	30.1%	7.5%	2.5%	695	635	690	688	2,708
KC Misd	6,205	59.1%	10.0%	5.0%	1,652	1,550	1,580	1,423	6,205
Juv Off	1,964	21.0%	10.0%	5.0%	470	492	490	512	1,964
SMC	5,122	34.8%	10.0%	5.0%	1,309	1,310	1,290	1,341	5,250
Drug Ct.	250	100.0%	10.0%	5.0%	63	62	62	63	250
Dep.	180	100.0%	10.0%	5.0%	0	60	60	60	180

*Felony caseload includes complex litigation credits

The parties agree that if the King County Executive has not signed and forwarded to the Metropolitan King County Council an amendment to the existing contract agreement between the parties by March 15, 1997, specifying the payment to be made to the Agency for 1997, the Agency has no obligation to accept any new cases from the County above the monthly and quarterly caseload ceilings in the attached documents for 1996 or 1997, whichever is lower.

The parties anticipate that they will enter negotiation to deliver indigent defense services for the 1998-2000 period. In the event the parties do reach agreement to provide services in 1998, and the Agency accepts case assignments for the County in 1998, and in the event that the County Executive does not sign and forward a new agreement to the Metropolitan King County Council by March 15, 1998, the Agency has no obligation to accept any new additional cases from the County after March 15, 1998, above the 1997 contracted levels.

C. King County Misdemeanor Program

OPD shall assign the Agency cases in the following district courts: Aukeen, Federal Way, Renton, Seattle and Southwest.

The payment is based on an assumption of 13.79FTE attorneys for case assignment.

D. Requests for Supplemental Funding or Contract Modifications

If services in addition to this Contract are required due to unexpected increases in annual caseload(s), OPD shall seek supplemental funding:

- 1) First, within the Agency's own budget.
- 2) Second, within other areas of caseload funding in OPD budget.
- 3) Third, as appropriate, (1) within the Crisis and Commitment Services budget and from the State of Washington for Involuntary Commitment Act cases; or (2) from the Seattle Office of Management and Budget and the City Council for the Seattle Municipal Court.
- 4) Fourth, from unappropriated current expense fund revenues from the County Executive and the County Council.

Any request for supplemental funding shall be based on an estimate of actual costs required to handle a proposed revised caseload for the remaining time within the Contract year. It shall include a review of the full Agency budget, not just the program area(s) where there are caseload excesses.

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.

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). 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.

When year-end projected caseload is less than the estimate by more than the yearly variance percentage, OPD shall request a modification proposal from the Agency. Such a modification proposal shall be based on an estimate of cost reductions made possible by the reduced caseload for the remaining time within the contract year. It shall include a review of the full Agency budget, not just the program area(s) where there are caseload underruns. Funds may

be sought by OPD through contract modification, if warranted. Funds obtained in this manner shall be used by OPD in meeting caseload needs throughout the Contract period or shall be returned to the appropriate funding authority, if required.

Juvenile Homicide: Provided that no Agency shall be required to accept and/or have open homicide cases under the jurisdiction of the Juvenile Court in excess of one-half the total number of FTE contracted for that division, at any given time. No limit is placed on the total number of homicides an Agency may be required to handle in the contracted year. A case is no longer open after completion of the trial, unless the Agency can present facts that suggest that the pending disposition is unusual.

E. Complex Litigation

The Agency shall be responsible for representing defendants in complex litigation cases. Complex litigation cases are all capital homicide cases, all aggravated homicide cases, and those felony fraud cases filed by the Fraud Unit of the King County Prosecuting Attorney's Office where the estimated attorney hours necessary exceeds one hundred seventy (170) hours. Aggravated homicide cases are considered capital cases until such time as decision is made by the Prosecuting Attorney not to file a notice of intention to seek death.

Complex litigation cases are "pending" until completion of the guilty phase and penalty phase of the trial, or entry of a guilty plea. Upon entry of a verdict or guilty plea, such cases are complete for the purposes of accepting additional complex litigation cases. Payment for post-conviction, pre-judgment representation shall be negotiated.

Typically, complex litigation cases occupy the full time of either one (1) or two (2) attorneys prior to completion, as follows:

Capital Cases:	2 FTE attorneys; 25 complex litigation case credits per month.
Aggravated Homicide:	1 FTE attorney; 12.5 complex litigation case credits per month.
Felony Fraud:	1 FTE attorney; 12.5 complex litigation case credits per month.
Frye Hearing Cases:	1 FTE attorney; 12.5 complex litigation case credits per month. If defense prevails at the hearing and the trial begins more than two weeks after the hearing, the Agency shall cease to receive 12.5 credits per month immediately after the hearing. 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.

If the Agency has prior to, during, or after 1997 been assigned two (2) Frye hearing cases involving substantially the same issue, the Agency is presumed to have sufficient attorney personnel with necessary expertise to handle such cases without requiring an attorney's full time commitment. Such cases shall be assigned as one (1) felony credit and extra credits as specified in Exhibit III Case Credit Application Schedule. Case Credits. Felony.

If the Agency establishes for a compelling reason that it cannot reasonably accept such a case as a single felony credit, and OPD nevertheless desires to make such assignment to the Agency, it shall be made in the manner established in Exhibit III Other Circumstances, New Statutory Mandates.

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.

The Agency shall accept all complex litigation cases as assigned by OPD subject to the following:

OPD shall not assign further complex litigation cases while the Agency has a pending assigned complex litigation case.

In the event the designated attorney is not occupied with a complex litigation case, OPD may assign other felony cases up to 12.5 per month.

Once a complex litigation case has proceeded for two (2) months, OPD may request a review of the case, including, but not limited to credits, agency attorney and staff hours and related expenditures, and expected duration. Such review may result in redetermination of the case credits in the future.

Should a second attorney be required for a capital case pursuant to the case definitions cited above, OPD will credit the Agency with the equivalent of 12.5 case credits per month if the Agency's current case assignments are less than 97.5% of the contracted case assignments. If current case assignments are greater than 97.5% of the contracted case assignments, OPD will reimburse the Agency at the rate of \$8,620 per month.

F. Sexual Predator Cases

The Agency shall be paid by OPD from funds provided by the State of Washington for cases filed under RCW 71.09 and assigned to the Agency by the County at a comparable rate consistent with WAC 275 for 1997. Agency costs shall be based on submission of regular monthly expenditure reports as required by this Contract and submission of a billing to OPD containing a statement of the names and the number of hours spent by each attorney working on the case during the month. OPD shall submit to the State of Washington a billing including the information provided by the Agency within ten (10) days of receipt of the Agency billing. OPD shall remit funds received from the State of Washington to the Agency within ten (10) days of receipt. Payment to the Agency shall be made subject to such other conditions as may be stated in any interagency agreement between the County and the State of Washington Department of Social and Health Services from the effective date of such agreement, and shall be incorporated into this Contract by Written amendment as necessary. Payment is dependent upon expenditure authority from the Metropolitan King County Council and Executive.

EXHIBIT II

10251

Payment Schedule
ASSOCIATED COUNSEL FOR THE ACCUSED

This Payment Schedule shall pertain to all cases assigned to the Agency from January 1, 1997 to December 31, 1997. In 1997, 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: Individual Felony Case Pursuant to Exh. I(E)	Jan-Mar	\$168,724	
	Apr-Dec	\$198,974	\$2,296,938
King County Misdemeanor, including the following services: Change of Venue Calendar; 24-Hour Phone Services for King County District Court	Jan-Mar	\$110,397	
	Apr-Dec	\$119,105	\$1,403,136
Juvenile, including the following services: Juvenile First Appearance Calendar	Jan-Mar	\$55,091	
	Apr-Dec	\$54,360	\$654,513
Drug Diversion Court, including the following services: Drug Court Calendar	Jan-Mar	\$5,165	
	Apr-Dec	\$4,991	\$60,414
Dependencies	Jan-Mar	0	
	Apr-Dec	\$ 8,563	\$ 77,067
Subtotal CX Contracted Cases	Jan-Mar	\$339,377	
	Apr-Dec	\$385,993	\$4,492,068
Seattle, including the following services: Out-of-Custody Arraignment; Monday through Friday In-Custody Arraignment	Jan-Mar	\$179,809	
	Apr-Dec	\$183,190	\$2,188,137
<u>TOTAL</u>	Jan-Mar	<u>\$519,186</u>	
	Apr-Dec	<u>\$569,183</u>	<u>\$6,680,205</u>

EXHIBIT III

Case Credit Application Schedule

Case Credits

For purposes of payment under this Contract, the following application of case credits shall apply:

<u>Felony</u>	
One completed case	1 case credit
A case that exceeds 100 attorney hours	1/2 case credit for each 25 hour increment over 100 hours.
Multiple count cases	1/4 case credit for each count beyond four; does not apply to felony fraud cases.
Atty/Day or substantial advice	1/10 case credit
Atty/Day or substantial advice in the King County Detention Facility	2/10 case credit
Probation or other reviews	1/3 case credit
Assignment for sentencing only	Felony cases assigned for purposes of sentencing or resentencing only shall be assigned at 30% of a felony case credit.
Assignment for Motion to Withdraw Guilty Plea or a Motion for New Trial based on a claim of ineffective assistance of counsel	1 case credit
Homicide	2 case credits
<u>Misdemeanor</u>	
One completed case	1 case credit
Review, resentencing or other hearing	1 case credit
One Seattle Municipal Court probation hearing	0.6 case credit
Misdemeanor Appeal	4 case credits
Misdemeanor Writ	3 case credits

Juvenile Offender

One completed case	1 case credit
Decline hearing	1 case credit
A case that exceeds 40 attorney hours	1/2 case credit for each 15 hour increment over 40 hours
Reviews or Hearings	1/3 case credit
Attorney of the Day or substantial advice	1/10 case credit

Truancy

One initial and two review hearings	1.4 dependency case credits
Review or other hearing	0.33 dependency case credit

Child in Need of Services (including At-Risk Youth)

One completed case	1 juvenile offender case credit
Review or other hearing	1/3 juvenile offender case credit

Juvenile Dependency

A dependency case, per Exhibit V.2.i	1 case credit
Dependency review per Exhibit V.2.j	2/5 case credit
Dependency trial per Exhibit V.2.k(1)	1/2 case credit
Termination trial per Exhibit V.2.k(2)	1 case credit
Attorney of the Day or substantial advice	1/10 case credit

Civil Contempt

From initial assignment up to and including three contempt hearings	1 case credit
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Other Circumstances

Partial credits

Partial credits shall be assigned according to the terms of this Exhibit or as further determined by the Agency and the Office of Public Defense.

New statutory mandates

Case types not contemplated by this Contract arising from legislation with effective dates after November 1, 1993, shall be assigned by the OPD administrator and accepted by the Agency subject to agreement on the credit to be given within available resources.

Aggravated Murder First Degree/Capital Punishment cases

Aggravated murder and capital punishment cases not included in the complex litigation provisions of Exhibit I.E of this Contract shall be given extra credits based upon negotiations between the OPD Administrator and the Agency. These credits shall be in addition to any credits provided for under the terms of this Contract. Payments for these credits is subject to the availability of funds or supplemental appropriation of funds by the King County Council or by order of the Court.

Felony Fraud cases

Felony Fraud cases filed by the Fraud Unit of the King County Prosecutor's Office not included in the complex litigation provisions of Exhibit I.E of this Contract shall be given extra credits based upon negotiation between the OPD Administrator and the Agency, if the nature of the case requires such extra credits. Factors entering into the awarding of extra credits include, but are not limited to, amount and complexity of evidence, number of defendants and the anticipated or actual time of trial. These credits shall be in addition to any credits provided for under the terms of this Contract. Payments for these credits is subject to the availability of funds or supplemental appropriation of funds by the King County Council or by order of the Court.

Credit for cases where the Agency withdraws due to a conflict of interest

When the Agency has reviewed discovery within the time frames set forth in Section X.A.6, withdrawn for reason of conflict and requested credit for time expended, OPD shall review the Agency's request for credit and may grant appropriate credit within available resources. Should such credit be denied, OPD shall inform the Agency of the basis for denial, if the request is submitted in a format approved by OPD and the Agency.

EXHIBIT IV

Special Services

10251

Applies to Contract Agency if that service is delineated in Exhibit II, **Payment Schedule** or specified.

King County
24-Hour Phone

The Agency will provide legal advice 24 hours a day to any accused person charged in an assigned District Court who calls requesting assistance and who needs emergency assistance.

Juvenile AOD

The Agency shall provide Juvenile Special Services which include making "morning rounds" in juvenile detention; lineups, detention reviews and arraignments; diversion counseling per RCW 13.040.080; and representing youth offenders as counsel until an attorney is formally appointed. The Agency will provide legal advice 24 hours a day to any juvenile suspect who calls requesting assistance and who needs emergency assistance.

Juvenile First
Appearance Calendar

Each Agency representing juveniles shall provide representation on the Juvenile First Appearance Calendar. Representation of youth on this daily Juvenile Court Calendar shall include prior clients and/or unrepresented youth. Time spent on this calendar shall include preparatory work done concerning youth listed on the calendar who do not appear because of expedited filing by the Prosecuting Attorney, release from detention prior to hearing, or other reasons for non-appearance. Defendants shall be assigned to agencies according to the following schedule:

- TDA - Unrepresented juvenile; agency clients, or an estimated 33% of the calendar.
- SCR - First conflict juvenile; agency clients, or an estimated 33% of the calendar.
- ACA - Second conflict juvenile; agency clients, or an estimated 22% of the calendar.
- NDA - Third conflict juvenile; agency clients, or an estimated 12% of the calendar.

Dependency Calendar

The Dependency Calendar services to be provided shall include the presence of an attorney at initial 72 hours shelter care calendars and such additional legal work as may be required prior to the screening and assignment of the client by OPD. Coverage of this calendar will be done for 40% by TDA and 60% by SCRAP of the year with the actual timing to be coordinated with the OPD Administrator.

City of Seattle
24-Hour Phone

The Agency will provide legal advice 24 hours a day to any accused person in the Seattle Municipal Court who calls requesting assistance and who needs emergency assistance.

City of Seattle
In-Custody Arraignments

The Agency will provide legal representation during regularly scheduled in-custody arraignment calendars for the purposes of representing all otherwise unrepresented persons on said calendars. The Agency shall provide at least one attorney and one staff person or two attorneys for the purpose of assisting in the preparation of such calendars. Agency responsibilities shall not include photocopying discovery materials for the court.

The limitations of in-custody arraignment coverage shall be:

Saturday and Sunday in-custody coverage is based on twenty (20) attorney hours per day. Coverage shall not exceed twenty-three (23) hours without prior agreement of the Agency. Said 20 hours do not provide for staffing of more than one courtroom during the scheduled times without prior agreement of the Agency and OPD. Such agreement shall be a jointly signed letter by the Presiding Judge at the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

Monday through Friday daytime in-custody coverage is based on one hundred (100) attorney hours per week. Coverage shall not exceed one-hundred-sixteen (116) hours without prior agreement of the Agency. Said 100 hours do not provide for staffing of more than one courtroom during the scheduled times without prior agreement of the Agency and OPD. Prior agreement and reasonable notice shall also be required if the Seattle Municipal Court proposes to shift calendars scheduled between 8:00 a.m. and 5:00 p.m. to evening hours. Such agreement shall be a jointly signed letter by the Presiding Judge of the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

Evening in-custody coverage shall require a single attorney if arraignments are to be taken throughout the calendar, and shall not exceed thirty (30) hours per week. The hours credited to arraignment coverage for this representation shall be the total hours of the evening calendar and not the elapsed time of the arraignment representation.¹

¹ Said 30 hours do not provide for staffing of more than one (1) courtroom during the scheduled time without prior agreement of the Agency and OPD. Such agreement shall be a jointly signed letter by the Presiding Judge of the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

City of Seattle
Out-of-Custody
Arraignments

The Agency will provide legal representation of all otherwise unrepresented persons during regularly scheduled out-of-custody intake/arraignment calendars. The Agency shall provide at least one attorney and one staff person or two attorneys for the purpose of assisting in the preparation of such calendars.

The limitations on out-of-custody arraignment coverage are:

Evening intake and Friday morning coverage shall not exceed thirty-three (33) attorney hours per week without prior agreement of the Agency. Said hours do not provide for staffing of more than one courtroom during the scheduled times without prior agreement of the Agency and OPD. Prior agreement shall be a jointly signed letter by the Presiding Judge of the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

If intake/arraignment calendars are changed to days, the Agency's obligation to provide representation is still based on 33 attorney hours per week.

City of Seattle
Excess Calendars

Should in or out-of-custody arraignment calendars exceed the hours stated above without prior agreement as detailed above, the Agency shall be reimbursed for the actual excess hours of service provided at a rate of \$25.00 per hour per attorney used. Any coverage provided when two in or out-of-custody calendars are scheduled for the same time shall also be compensated at the rate of \$25.00 per hour per attorney used.

The parties recognize that funding under this Contract may not be sufficient to provide representation for any night court calendars beyond those that existed in December, 1991. Therefore, after February 28, 1992, the Agency shall have no obligation to accept cases scheduled on such calendars.

Felony Arraignment

The Agency will provide at least one attorney to advise and represent for purposes of preliminary appearance or arraignment only, all otherwise unrepresented persons appearing on either of said calendars. The Agency will provide legal advice 24 hours a day to any felony suspect who calls requesting assistance and who needs emergency assistance.

Felony Sentence
Modification Calendar

The Agency shall provide an attorney and a paralegal for legal representation of up to an average of 40 matters per week on a quarterly basis on the Superior Court Community Service (Probation) Modification Calendar.

Change of Venue
Calendar

The Agency shall provide legal representation for clients appearing on the Seattle District Court "Change of Venue Calendar" as regularly scheduled during any continuous four (4) hour period each weekday. In the event that a defendant's case does not reach disposition on this calendar, but is continued for further hearing(s) or trial, the defendant shall be assigned an attorney from the appropriate Agency as a normal "case" assignment.

Information System
Modifications

The Agency shall be reimbursed based on submission of invoices from vendors or consultants, for the costs of modifications to software programs required by the information system changes being undertaken by OPD. The scope of modifications and an estimate of costs shall be agreed to by OPD and the Agency, prior to the Agency making said changes. OPD agrees to provide the Agency hardware, network software, application software, and connectivity products as specified in its information system proposal; therefore, no reimbursement will be made for hardware, network software, application software, or connectivity products.

Sexual Predator
Civil Commitment

The Agency shall provide legal representation for indigent clients assigned by OPD where civil commitment petitions have been filed by the King County Prosecuting Attorney under RCW 71.09.

Superior Court: Regional Justice Center Specific

Felony Arraignment

The Agency will provide at least one attorney to advise and represent for purposes of preliminary appearance or arraignment only, all otherwise unrepresented persons appearing on either of said calendars. The Agency will provide legal advice 24 hours a day to any felony suspect who calls requesting assistance and who needs emergency assistance.

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District Court

Probation/Revocation Calendar
In-Custody

The Agency will provide coverage every other week beginning with the first week in January.

First Appearance Calendar

The Agency will provide coverage Monday, Wednesday and Friday of each week.

Juvenile Court

Juvenile Calendar

The Agency will provide an attorney for the purpose of representation at the South King County Juvenile Calendar on Thursday and Friday beginning July 1, 1997.



King County
 Department of Executive Administration
 Office of Civil Rights & Compliance
 E224 King County Courthouse
 516 Third Avenue
 Seattle, Washington 98104

Personnel Inventory Report

Revised 3/88

EXHIBIT VIII

Legal Name of Business Associated Counsel for the Accused Telephone No. (206)624-8105

Also Doing Business as (DBA) _____

Address 401 Terrace Street City Seattle State WA Zip 98104

DO ANY OF YOUR EMPLOYEES BELONG TO A UNION AND/OR DO YOU USE AN EMPLOYEE REFERRAL AGENCY?
 YES _____ NO X. If yes, list the unions and/or employee referral agencies with whom you have agreements:

If you expect to do more than \$10,000 worth of business with King County, the unions or employee referral agencies must submit statement of compliance with King County Code Chapter 12.16.

DO YOU HAVE ANY EMPLOYEES? YES X NO _____. If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1, 2, 3) report covers: _____

Employment Data	Whites		Blacks		Asians		Native Americans		Hispanics		Disabled		Minority Sub-Total		Disabled Sub-Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Job Categories																
Managerial	6	2		1												
Professional	24	18		5	4	1		1	1	2						
Investigator	1	5		3				1	1	1						
Clerical	1	7		4		1						2			2	
Paralegal																
Industrial Worker		1														
Labor																
On-Job Trainees																
Apprentice																
*Skilled Craft																
Sub-Total	32	33		13	4	2		2	2	3		2			2	

urney worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of Employees Reported Above: 95 (If no employees, write ("0").)

This report covers Business Location(s) in (circle one) (King County, Washington State, Other States) for the Payroll Period ending (MONTH/DAY/YEAR): 01/15/97

Employer Identification Number: 91-0910677

Submitted By: Anne G. Dolan Title: Controller Date: 04/09/97
name (print or type)

Do not write below this line

AA	AFF DATE	CT	CC	VENDOR	CERTIFIED STAMP	CS	SM	SF	SH	PST	TCC	FPST
----	----------	----	----	--------	-----------------	----	----	----	----	-----	-----	------



King County
Department of Executive Administration

Office of Civil Rights & Compliance
E224 King County Courthouse
516 Third Avenue
Seattle, Washington 98104

Personnel Inventory Report

Revised 3/88

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Supplemental Form

Legal Name of Business _____ Telephone No. _____

Employment Data	Whites		Blacks		Asians		Native Americans		Hispanics		Disabled		Minority Sub-Total		Disabled Sub-Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Job Categories																

ATTACH SUPPLEMENTAL FORMS AS NECESSARY TO REPORT THE TOTAL WORK FORCE.

Submitted By _____
Name Title

Contact the King County Purchasing Agency at (206) 296-4210 or the King County Contract Compliance Office at (206) 296-7652 if you have any questions concerning completion of this form.

EXHIBIT IX

**Affidavit and Certificate of Compliance
With King County Code Chapter 12.16, Discrimination and Affirmative Action in
Employment by Contractors, Subcontractors and Vendors**

Company Name: _____ BID NO. _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

3. Statement from Union or Worker Referral Agency. This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of any sensory, mental or physical handicap.

The undersigned, being first duly sworn, on oath states on behalf of the Contractor as follows:

4. Certified Weekly Payroll: This report is required from every construction contractor, subcontractor, and any lower tier subcontractor for each work week from the time work starts on the project until completion.

Definitions: "Contractor" shall mean any contractor, vendor or consultant who supplies goods and/or services. "Contract" shall mean any contract, purchase order or agreement with King County Government, hereinafter called the County.

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basis nondiscrimination provisions of the general contract specifications as applied to service consultant, vendor or construction contracts exceeding \$10,000. Contractor herein agrees that this affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications, King County Code Chapter 12.16 and this affidavit. PROVIDED FURTHER, that in lieu of the affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of this chapter.

F. Subcontractors: For projects and contracts over one hundred thousand dollars (\$100,000) the prime contractor shall be required to submit to the County, along with its qualifying documents under this chapter, employment profiles, Affidavits of Compliance, Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.

B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.

G. Employment Goals for Minorities and Women: Employment goals shall be established for two industry categories, i.e., construction contractors and vendor/service contractors, using a multi-factor availability analysis.

C. This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken.

1. Construction contractor and subcontractor performance: Goal attainment is based on the total hours of employment as determined by the monthly utilization reports.

AFFIRMATIVE ACTION REPRESENTATIVE

NAME: _____

2. Consultant and vendor/service contractor performance: Goal attainment is based on the total number of employees as determined by Personnel Inventory Reports.

D. Contractor will cooperate fully with the Compliance Unit and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this sworn statement and in King County Code Chapter 12.16.

H. Employment Goals for Handicapped Persons: Employment goals for handicapped persons shall be established using the methodology deemed most relevant and the statistical data deemed the most current and representative of the availability of handicapped persons by the Office of Civil Rights and Compliance and shall, to the extent possible, be consistent with the methodology used to establish employment goals for the handicapped for the County's internal workforce.

E. Reports. The Contractor agrees to complete and submit with this affidavit such additional reports and records that may be necessary to determine compliance with the affidavit and to confer with the County Compliance Officer at such times as the County shall deem necessary. The information required by this chapter includes but is not limited to the following reports and records.

I. Alternative Goal Option: Contractors may establish goals independently if they believe the King County goals are not applicable to their specific situation. Contractors who secure King County's assent in pursuing this option must use a multi-factor analysis with methodology and data sources approved by the County.

1. Personnel Inventory Report: This report shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.

J. Underrepresentation of Minorities, Women and Handicapped Persons: Underrepresentation of minorities, women and handicapped persons will not be deemed a per se violation of King County Code Chapter 12.16 where a contractor's employment statistics demonstrate that minorities, women and handicapped persons are underrepresented in its workforce in relationship to the county employment goals. The burden will be on the contractor to show that the minimum affirmative action requirements set forth below have been met and that a reasonable "good faith" affirmative action plan in compliance with this chapter has been pursued.

2. Monthly Utilization Report: This report shall apply to construction contractors and subcontractors and shall provide the number of hours of employment for minority, women and handicapped employees by craft and category.

K. Minimum Affirmative Action Measures: Contractor agrees that failure to implement and/or maintain reasonable "good faith" efforts to achieve the county employment goals will constitute a breach of

this agreement. The evaluation of a contractor's compliance with this chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action program. The contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:

1. **Policy Dissemination:** Internal and external dissemination of the contractor's equal employment opportunity policy, posting of nondiscrimination policies and of the requirements of this chapter on bulletin boards clearly visible to all employees, notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's commitments under this chapter, inclusion of the equal opportunity policy in advertising in the news media and elsewhere.

2. **Recruiting:** Adoption of recruitment procedures designed to increase the representation of women, minorities and handicapped persons in the pool of applicants for employment, including, but not limited to establishing and maintaining a current list of minority, women and handicapped recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, female and/or handicapped readership.

3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including review of tests, hiring and training practices, job classifications and job assignments, to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and handicapped persons; validation of all tests and other selection requirements where there is an obligation to do so under state or federal law.

4. **Record Referrals:** Maintain a current file of application of each minority, woman and handicapped applicant or referral for employment indicating what action was taken with respect to each such individual and the reasons therefore. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.

5. **Notice to Unions:** Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the King County Executive if labor unions fail to comply with the nondiscrimination or affirmative provisions.

6. **Supervisor:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under this chapter. Such direction shall include, but

not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.

7. **Training:** Develop on-the-job training opportunities which expressly include minorities, women and handicapped persons.

Where a contractor's employment statistics demonstrate that minorities, women and handicapped persons are underrepresented, failure to follow any of the requirements of Paragraph K (1-7) shall be *prima facie* evidence of noncompliance with this agreement.

L. Contractor agrees in all its employment policies and practices to refrain from discrimination against any person on the basis of race, color, creed, religion, nationality, sex, age, marital status, sexual orientation, or the presence of any mental, physical or sensory handicap, including but not limited to hiring, firing, lay-off, promotion or demotion, job assignment, wages, and other terms and conditions of state and local rules, laws or ordinances and regulations regarding any such discrimination.


M. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this contract, and to records, files, information and employees in connection therewith, to the Compliance Unit or agent for purposes of reviewing compliance with the provisions of this affidavit and agrees to cooperate in any compliance review.

N. Should the Compliance Unit find, upon complaint, investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this affidavit, it shall notify the County and contractor in writing of the finding fully describing the basis of noncompliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the contractor and the County that the noncompliance has been resolved.

O. The contractor agrees that any violation of the specific provisions of this chapter and of any term of the affidavit of compliance required herein, including reporting requirement, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the contract between the County and the contractor. Such breach shall be grounds for implementation of any sanctions provided for in this chapter, including but not limited to, cancellation, termination or suspension, in whole or in part, of the contractor by the county; liquidated damages; or disqualification of the contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

P. Contractor recognizes that it is bound by all provisions of King County Code Chapter 12.16 and acknowledges receipt of a copy thereof.

DESIGNATED CONTRACTOR Associated Counsel for the Accused (ACA)

ADDRESS <u>401 Terrace St.</u>		Company Name	WA	98104
Street	Seattle	City	State	Zip
AUTHORIZED SIGNER		Title <u>Director</u>		
NAME <u>Roy N. Howson</u>	Type or Print	PHONE <u>(206) 624-810.</u>		

SUBSCRIBED AND SWORN TO before me
 this 9th day of April, 1997
Carole Breengard Dolen
 Notary Public in and for the State of
Washington
 residing at Seattle

APPROVED BY Kathy Sullivan
 King County Compliance Unit Officer
4/14/97 Date
6-7582 Telephone Number

10251

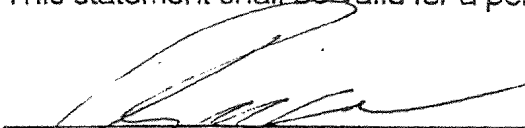
EXHIBIT XII

WAIVER STATEMENT FOR AGENCIES THAT HAVE SUBMITTED SELF-EVALUATION

The undersigned, being first duly sworn, on oath states as follows:

- A. That I am the authorized officer of _____ agency and am signing this statement on behalf of the agency.
- B. This agency has previously filed a self-evaluation report with the County, and is still at the same location, therefore the agency is exempt from filing a report for the present contract year.
- C. The agency recognizes that a self-evaluation plan is required for the structural and/or programmatic changes necessary to provide programs and services to the handicapped at its present location.
- D. The agency agrees to continue its efforts to comply with the self-evaluation report and with Section 503 and 504 of the Rehabilitation Act of 1973, as amended.

This statement shall be valid for a period of one year.



Authorized Agency Representative

(206) 624-8105

Phone Number

Roy N. Howson

By: Name

Associated Counsel for the Accused

Agency Name

401 Terrace St. Seattle, WA 98104

Address

Managing Director

Title

SUBSCRIBED AND SWORN TO before me this 9th day of April,
~~1996~~ 1997

Anne Breango Dolan

NOTARY PUBLIC in and for the State of
Washington, residing at Seattle

ASSURANCE OF COMPLIANCE

102517

With Section 504 of the Rehabilitation Act of 1973, as amended, a federal law prohibiting discrimination against qualified persons with disabilities.

Definitions: **"Contractor"** shall mean any contractor with King County, except for those contractors supplying tangible goods and supplies. **"Contract"** shall mean any contract, purchase order, or agreement, except those for tangible goods and supplies, with King County Government, hereinafter called the County. **"Reasonable accommodation"** shall mean all efforts made to modify, change, or eliminate existing barriers denying persons with disabilities equal opportunity to benefit from the Contractor's program, services or activities, except where to do so would cause an undue administrative or financial burden. **"undue administrative and financial burden"** is determined on a case by case basis using the following criteria: (1) size of the Contractor's program with respect to number of employees, number and type of facilities, and size of budget, (2) the type of operation including the composition and structure of the work force; and (3) the nature and cost of the accommodation needed. Section 504 of the Rehabilitation Act of 1973, as amended (hereinafter Section 504), defines **"disability"** as anyone who has, has a history of, or is perceived as having a sensory, physical, or mental impairment that substantially limits one or more major life activity. This can include, but is not limited to: mobility, visual, hearing, or speech impairment; mental illness, epilepsy, learning disability, brain injury, HIV/AIDS; arthritis, cerebral palsy, developmental disability, multiple sclerosis, and alcohol and drug addiction.

A. The undersigned Contractor understands that discrimination in public accommodation and employment based solely on disability is prohibited by federal, state and local laws. In addition, the Contractor recognizes that Section 504 of the Rehabilitation Act of 1973, as amended, requires recipients of federal funds, be it direct or through subcontracting with a government entity receiving federal funds, to make their programs, services and activities, when viewed in their entirety, accessible to qualified and/or eligible persons with disabilities. The undersigned Contractor agrees that it and all subcontractors must comply with Section 504's requirements.

B. The undersigned Contractor has completed the *Self Evaluation and Corrective Action Plan for King County Contractors* to determine if it is discriminating against persons with disabilities in the area of program services, facility access, employment policies and procedures, outreach efforts, or the provision of reasonable accommodation to qualified/eligible persons with disabilities. Reasonable accommodation is required in both program services and employment, except where to do so would cause an undue administrative or financial burden.

C. The undersigned Contractor has developed a corrective action plan for all areas that are not in compliance with Section 504 and has attached it as Exhibit A.

D. The undersigned Contractor understands that in order to have an accommodation for program services declared an undue administrative or financial burden, an *Accessibility Waiver Request* must be submitted to King County's Office of Civil Rights and Compliance for OCRC's approval or disapproval.

E. The undersigned Contractor agrees to cooperate in any compliance review and to provide reasonable access to the premises of all places of business and employment, and to records, files,

information and employees therein to King County's Office of Civil Rights and Compliance for reviewing compliance with Section 504 requirements.

F. The undersigned Contractor agrees that any violation of the specific provisions and terms of the Assurance of Compliance required herein and with Section 504, shall be deemed a breach of a material provision of the contract between the County and the Contractor. Such breach shall be grounds for cancellation, termination or suspension, in whole or in part, of the contract by the County or disqualification of the contractor in future contracts.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Contractor: Associated Counsel for the Accused
Company/Organization Name

Type of Service Provided: Human Services Consultant Construction Purchased Services
 Architectural/Engineering Concessions Other (explain) _____

Address: 401 Terrace Street Seattle WA 98104
Street City State Zip

Contact Person: Roy N. Howson Phone: 624-8105

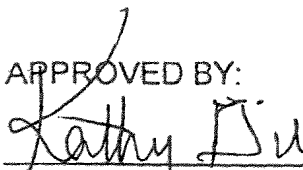
AUTHORIZED SIGNATURE: 

Name: Roy N. Howson Phone: (206) 624-8105

Title: Managing Director

SUBSCRIBED AND SWORN TO before me this
9th day of April, ~~1996~~ 1997

Anne Greengo Dolan
Notary Public in and for the State of
Washington, residing at Seattle

APPROVED BY:

504 Compliance Officer

4/14/97 6-7582
Date Telephone Number

CORRECTIVE ACTION PLAN TO MEET 504 ACCESSIBILITY REQUIREMENTS

- The contractor is in compliance with accessibility requirement of Section 504 of the Rehabilitation Act of 1973 and does not need to take any correction action at this time.
- The Contractor is out of compliance with accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and intends to take the following corrective action. (Please list all area(s) of noncompliance identified in the *Self Evaluation and Corrective Action Plan for King County Contractors*. Indicate the corrective action to be taken, and the date it will be completed. Use additional sheets as necessary.)
- The Contractor has requested an Accessibility Waiver Request. (If you have been granted or have submitted an Accessibility Waiver Request, please attach.)

Prepared By: Roy N. Howson

Title: Managing Director Date: 4/9/97

Name of Contractor: Associated Counsel for the Accused

Address: 401 Terrace Street - Seattle, WA 98104 Phone: (206) 624-8105

EXHIBIT XV

Salary Plan

1997 Kenny salary table
 (includes 2.25% cola '94, 2.70% cola '95 and '95 salary parity, cola 2.25% '96, cola 2.25% '97)

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Public Defense Attorney 1	\$ 36,806	\$ 38,161					
Public Defense Attorney 2	\$ 40,670	\$ 43,075					
Public Defense Attorney 3	\$ 45,480	\$ 48,511					
Public Defense Attorney 4	\$ 51,543	\$ 52,798	\$ 54,053	\$ 55,307	\$ 56,457		
Public Defense Attorney 1	\$ 52,337	\$ 53,685	\$ 55,053	\$ 56,412	\$ 57,985	\$ 66,494	\$ 67,122
Public Defense Attorney 2	\$ 61,999	\$ 63,680	\$ 65,413	\$ 67,122	\$ 68,794	\$ 70,365	\$ 72,498
Public Defense Attorney 3	\$ 71,525	\$ 73,817	\$ 75,799	\$ 77,812	\$ 79,668	\$ 81,340	\$ 83,649

EXHIBIT XVI

10251

ACA 1997 BUDGET PLAN										
CATEGORY		96	96	97	97	97	97	97	TOTAL	
		PSQ	TECH ADJ	REDUCTIONS	BASE	GROWTH	MAINT	RJC	COLA	REQ
FELONY									2.25%	
	LEGAL	1,225,460		(132,241)	1,093,219		3,885	82,438	26,540	1,206,082
	NON-LEGAL	363,982		(28,878)	335,104			24,420	8,089	367,613
	BENEFITS	257,984		(24,756)	233,228			15,506		248,733
	OVERHEAD	347,476		(19,628)	327,849			146,664		474,512
	TOTAL	2,194,902	-	(205,503)	1,989,399	-	3,885	269,028	34,629	2,296,941
JUVENILE										
	LEGAL	318,683			318,683	32,124	4,446		7,993	363,246
	NON-LEGAL	96,900			96,900	11,664			2,443	111,007
	BENEFITS	83,910		(718)	83,192	8,222				91,414
	OVERHEAD	95,720		(7,445)	88,275	568				88,843
	TOTAL	595,213	-	(8,164)	587,050	52,578	4,446	-	10,436	654,509
KCM										
	LEGAL	670,091			670,091	28,437	13,650		16,024	728,202
	NON-LEGAL	168,649			168,649	7,391			3,961	180,001
	BENEFITS	181,285		(1,450)	179,835	5,428				185,263
	OVERHEAD	161,974		(16,790)	145,184					145,184
	ADJUSTMENT	164,489			164,489					164,489
	TOTAL	1,346,488	-	(18,240)	1,328,249	41,256	13,650	-	19,985	1,403,139
COC										
	LEGAL				-				-	-
	NON-LEGAL				-				-	-
	BENEFITS				-				-	-
	OVERHEAD				-				-	-
	TOTAL				-				-	-
DRUG COURT										
	LEGAL	40,631			40,631	-	-		914	41,545
	NON-LEGAL	8,658			8,658	-	-		195	8,853
	BENEFITS	10,660		(85)	10,575	-	-			10,575
	OVERHEAD	688		(1,251)	(562)					(562)
	TOTAL	60,637	-	(1,336)	59,302	-	-	-	1,109	60,411
SMC-GRANTS										
	LEGAL	1,137,335		(19,971)	1,117,364	(396)	14,713		25,463	1,157,144
	NON-LEGAL	302,751		(3,061)	299,690	(60)			6,742	306,371
	BENEFITS	352,174		(4,347)	347,827	905				348,732
	OVERHEAD	365,450		(956)	364,494	11,396				375,890
	TOTAL	2,157,710		(28,335)	2,129,375	11,845	14,713	-	32,204	2,188,137
DEPENDENCY										
	LEGAL				-	45,480			1,023	46,503
	NON-LEGAL				-	16,482			371	16,853
	BENEFITS				-	9,101				9,101
	OVERHEAD				-	4,608				4,608
	TOTAL				-	75,670	-	-	1,394	77,064
ITA										
	LEGAL				-				-	-
	NON-LEGAL				-				-	-
	BENEFITS				-				-	-
	OVERHEAD				-				-	-
	TOTAL				-				-	-
SUBTOTAL										
	LEGAL	3,392,200	-	(152,212)	3,239,988	105,644	36,693	82,438	77,957	3,542,721
	NON-LEGAL	940,940	-	(31,939)	909,001	35,476	-	24,420	21,800	990,697
TOTAL SALARY		4,333,140	-	(184,151)	4,148,989	141,121	36,693	106,858	99,757	4,533,419
TOTAL BENEFITS		886,013	-	(31,356)	854,657	23,656	-	15,506	-	893,819
TOTAL OVERHEAD		971,309	-	(46,070)	925,239	16,571		146,664	-	1,088,475
KCM ADJUSTMENT		164,489		-	164,489					164,489
TOTAL CONTRACT		6,354,951	-	(261,577)	6,093,374	181,348	36,693	269,028	99,757	6,680,201

ACA 1997 BUDGET PLAN

CATEGORY	96	96	97	97	97	97	97	97	TOTAL
	PSQ	TECH ADJ	REDUCTIONS	BASE	GROWTH	MAINT	RJC	COLA	REQ
PROFESSIONAL									
LICENSE & CERT	14,030			14,030		-		-	14,030
PROF INS	59,028			59,028		-	1,183	-	60,212
MEMB & DUES	10,000			10,000		-	-	-	10,000
EMP RELATIONS	800			800		-	-	-	800
TOTAL PROF	83,858	-	-	83,858	-	-	1,183	-	85,041
OFFICE OPERATIONS									
TELE-LONG DIST	10,501			10,501		-	-	-	10,501
TELE-LOCAL	20,000			20,000		-	7,952	-	27,952
GEN SUPP	15,000			15,000		-	14,398	-	29,398
R & M EQMT	900			900		-	19,983	-	20,883
COMP SUPP	12,900			12,900		-	-	-	12,900
POSTAGE	12,000			12,000		-	-	-	12,000
PHOTO COPY	18,000			18,000		-	-	-	18,000
PRINTING	12,000			12,000		-	-	-	12,000
LIBRARY	15,000			15,000		-	-	-	15,000
SUBSCRIP	240			240		-	-	-	240
UTILITIES	3,380			3,380		-	-	-	3,380
GARBAGE	360			360		-	-	-	360
JANITORIAL	3,000			3,000		-	-	-	3,000
MISC	(65,281)			(65,281)		-	-	-	(65,281)
MESSENGER	1,800			1,800		-	-	-	1,800
SERV CHGS	3,000			3,000		-	-	-	3,000
EQMT RENTAL	-			-		-	-	-	-
MINOR EQ PURC	2,400			2,400		-	-	-	2,400
ADVERTISING	-			-		-	-	-	-
TOTAL OFFICE	65,200	-	-	65,200	-	-	42,332	-	107,532
OVERHEAD									
SPACE RENTAL	522,904			522,904	4,608	-	101,555	-	629,067
OFFICE INS	3,000			3,000		-	-	-	3,000
BDG REP/MAINT	48,000			48,000		-	-	-	48,000
TOTAL OVHD	573,904	-	-	573,904	4,608	-	101,555	-	680,067
TRAINING									
IN HOUSE	15,000		(10,000)	5,000		-	303	-	5,303
CLE COST	8,635			8,635		-	-	-	8,635
IN-STATE	1,500			1,500		-	-	-	1,500
OUT-STATE	3,000			3,000		-	-	-	3,000
TOTAL TRAINING	28,135	-	(10,000)	18,135	-	-	303	-	18,438
CAPITAL EXPENDITURE									
PURCHASE	90,000		(36,352)	53,648	10,440	-	-	-	64,088
EQMT LEASE	72,400			72,400		-	-	-	72,400
LEASE IMPROV	-			-		-	-	-	-
TOTAL CAPITAL	162,400	-	(36,352)	126,048	10,440	-	-	-	136,488
TRAVEL									
MILEAGE	17,693			17,693	568	-	1,290	-	19,550
PARKING	16,000			16,000		-	-	-	16,000
PUBLIC TRANSP	(0)			(0)		-	-	-	(0)
TOTAL TRAVEL	33,693	-	-	33,693	568	-	1,290	-	35,550
CASE RELATED									
CASE PREP	2,760			2,760		-	-	-	2,760
CLIENT EXP	60			60		-	-	-	60
TOTAL CASE	2,820	-	-	2,820	-	-	-	-	2,820
OTHER									
BOARD EXP	300			300		-	-	-	300
PROF SVC-LEG	3,000			3,000		-	-	-	3,000
PROF SVC-ACTG	7,200			7,200		-	-	-	7,200
PROF SVC-OTHER	8,400			8,400		-	-	-	8,400
VOL SERVICES	-			-		-	-	-	-
RECRUITING	300			300		-	-	-	300
BUSI TAXES	1,500			1,500		-	-	-	1,500
BUSI LICENSES	600			600		-	-	-	600
TOTAL OTHER	21,300	-	-	21,300	-	-	-	-	21,300
TOTAL CATEGORIES	971,309	-	(46,352)	924,001	15,616	-	146,664	-	1,087,237
TOTAL ACA CONTRACT	6,354,951	-	(261,577)	6,093,374	181,348	36,693	269,028	99,757	6,680,201

CONTRACT AMENDMENT

102514

PROJECT NAME Public Defense Legal Services

CONTRACT NO D24330D

AGENCY/CONTRACTOR Northwest Defenders Association

DATE ENTERED 01/01/96

ADDRESS 830 Fourth Avenue South, Suite 200

AMENDMENT NO 1

Seattle, WA 98134

DATE ENTERED 04/08/97

AMENDMENT REQUESTED BY	AMENDMENT EFFECTS	
<u>Office of Public Defense Organization</u>	<input checked="" type="checkbox"/> Scope of Services	<input type="checkbox"/> Method of Payment
<u>James C. Crane, Administrator Name</u>	<input type="checkbox"/> Time of Performance	<input type="checkbox"/> Reliance
	<input checked="" type="checkbox"/> Compensation	<input checked="" type="checkbox"/> Terms & Conditions
	<input type="checkbox"/> Results of Services	<input type="checkbox"/> Other

PURPOSE: To adopt amendments necessary to implement the 1997 portion of the 1996/1997 legal services contract between King County and Northwest Defenders Association.

A. STANDARD CONTRACT CHANGES

Page 1. Funds the 1997 portion of the 1996/1997 legal services contract amount at \$2,515,212. Funding sources, funding levels and effective dates are changed as follows:

FUNDING SOURCES		LEVELS	EFFECTIVE DATES
County	1996	\$2,713,872	01/01/96 - 12/31/96
	1997	\$2,515,212	01/01/97 - 12/31/97
Federal			
State			
Private			
TOTAL	1996	\$2,713,872	01/01/96 - 12/31/96
	1997	\$2,515,212	01/01/97 - 12/31/97

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

KING COUNTY, WASHINGTON	ACKNOWLEDGMENT & ACCEPTANCE AGENCY/CONTRACTOR
By _____	By <u>[Signature]</u>
Title <u>County Executive</u>	Title <u>Executive Director</u>
Date _____	Date <u>4/16/97</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. 12029 in 1996, and Ordinance No. 12538 in 1997.

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

- | | | |
|----------|---|-----------------------------------|
| <u>X</u> | 1997 Personnel Inventory Report (K.C.C. 12.16) | Attached hereto as Exhibit VIII.A |
| <u>X</u> | 1997 Affidavit of Compliance | Attached hereto as Exhibit IX.A |
| <u>X</u> | Requirements of Section 504 of the 1973 Rehabilitation Act/Waiver Statement | Attached hereto as Exhibit XII.A |
| <u>X</u> | Salary Plan | Attached hereto as Exhibit XV.A |
| <u>X</u> | 1997 Approved Annual Budget | Attached hereto as Exhibit XVI.A |

Page 3. See attached page 3.

B. EXHIBIT CHANGES

Add EXHIBIT I - Scope of Services. Attached hereto.

Add EXHIBIT II - Payment Schedule. Attached hereto.

Add EXHIBIT III - Case Credit Application Schedule. Attached hereto.

Add EXHIBIT IV - Special Services. Attached hereto.

Add EXHIBIT VIII.A - 1997 Personnel Inventory Report (K.C.C. 12.16). Attached hereto.

Add EXHIBIT IX.A - 1997 Affidavit of Compliance (K.C.C. 12.16). Attached hereto.

Add EXHIBIT XII.A - 1997 Requirements of Section 504 of the 1973 Rehabilitation Act/Waiver Statement.

Add EXHIBIT XV.A - 1997 Salary Plan.

Add EXHIBIT XVI.A - 1997 Approved Annual Budget.

Add EXHIBIT XVII.A - 1997 Statement of Recycled Paper Compliance

II. DURATION OF CONTRACT

This Contract shall commence on the first (1st) day of January, 1996 and terminate the thirty-first (31st) day of December, 1997 unless extended or terminated earlier pursuant to the terms and conditions of this Contract. The amount of payment to the Agency for the period for January 1, through December 31, 1997, will be determined based on the 1997 budgets passed by the Metropolitan King County Council and Seattle City Council. The parties acknowledge that because of the County's anticipated severe financial circumstance in 1996, the County will pay the Agency at a different rate for King County misdemeanor cases than in 1995. This may be below the actual cost to the agency for providing representation to indigent defendants in King County misdemeanor cases. The parties agree that the reduced rate is intended to apply only to King County misdemeanor cases. The Office of Public Defense will make every effort to return to the actual cost methodology in 1997.

III. COMPENSATION AND METHOD OF PAYMENT

- A. In 1997, the County shall reimburse the Agency for the services as specified in Section I in the amount not to exceed \$2,515,212 except as provided in Exhibit I. Should the Metropolitan King County Council authorize additional COLA, the amount of the contract will increase by \$7,724.

Of the above amount, \$2,515,212 is currently available. Any obligation by the County to provide any amount beyond what is available is specifically conditioned on passage by the Seattle City Council of a supplemental appropriation. In the event that no additional funds are available, the caseloads and payments as currently described shall be renegotiated to reflect total funds available.

- B. OPD shall provide the Agency with a certification of case assignments ten (10) working days after the close of each calendar month. The Agency shall return the signed certification within ten (10) working days of receipt. The County will pay the Agency by the eighth (8) working day of the following month.

EXHIBIT I

Scope of Services NORTHWEST DEFENDERS ASSOCIATION

A. Services Required

The services required in the 1997 portion of this Contract are defined for all program areas except King County misdemeanors as follows: Public defense attorney services for the completion of 1997 cases assigned plus or minus the annual variance percentage for each program area. In no event will case assignments exceed the quarterly variance in any given quarter. Quarterly estimates are provided for planning purposes only.

This Contract is intended to provide compensation to the Agency for the services of a particular number of attorney and staff members. It is understood that the number of attorneys required is dependent upon several different factors. Two of the most significant factors are, (1) the number of cases an individual attorney may be expected to manage per year, and (2) the courts' various calendar requirements and workday requirements.

The payment section of this contract is based upon the number of cases an attorney may be expected to manage as stated in Section XI.A. and upon the courts' calendars and work schedules as they existed at the time the 1993 King County Budget was adopted (excluding any "experimental" calendars). The Agency's requirement for the delivery of services is, to that extent, defined by those factors.

Any requests by the courts for additional attorney FTE's due to changes in calendars or work schedules will be negotiated separately by the agency and OPD and such additional services shall only be required when funding has been approved by the County, and payment arranged by contract modification. Further limitations as to particular programs are stated below.

The services required by the 1997 portion of this Contract for King County District Courts is the availability of an FTE attorney to handle each 450 cases assigned to the Agency within the following limits:

- a) December, 1993, State criminal calendars are assumed to define the time commitments of the Agency's attorneys, except for the District Court Presiding calendar.
- b) Significant changes in court calendars, primarily the need to staff additional courtrooms at the same time as those on the December, 1993 schedule, shall not be considered the Agency's responsibility within the terms of this Contract unless the addition of said calendars can be accommodated by Agency attorneys assigned to the court within the equivalent of four (4) workdays of in-court service for clients and one (1) workday of "out-of-court" or "in office" service for clients each week.

The services required by the 1997 portion of this Contract for Seattle Municipal Court are based on the availability of an FTE attorney to handle each 380 cases, provided that the Agency shall not be required to be responsible for more than two night in-custody calendars and four out-of-custody night calendars per week, except as provided in Exhibits I.5 through I.7.

It is not anticipated that the Agency will be assigned criminal cases other than juvenile offender cases to be heard in the Regional Justice Center (RJC). In the event that the Agency is assigned a case other than an aggravated homicide at the RJC, and in the event there is no space available at the RJC, the County will provide compensation for transportation to the RJC at the current County rate.

In the event that the County assigns the Agency a case in the King County Courthouse which is transferred by the court to the RJC, and the Court orders a transfer of the case from the Agency to other counsel, the County will compensate the Agency for work done on the case prior to the transfer as specified in the extra credit section of the Contract.

B. Quarterly Variance Percentages

OPD shall make reasonable efforts to limit the Agency to the following percentages of total case assignments for all agencies for each quarter of the year. The total 1997 estimated cases are shown below. Quarterly caseload estimates are provided for planning purposes. Felony fraud and aggravated homicide cases are included as felonies.

Should the projected percent of total caseload distribution in the Felony or Seattle Municipal Court case categories be greater than ten percent (10%) of the Agency's contracted distribution percentage, the Agency shall not have to take more than one month plus the one-third quarterly variance number of cases each month. It is understood that the Agency need not accept more than the annual contracted caseload plus the yearly variance percentage. OPD shall provide to the Agency quarterly estimates of caseload at least one (1) month prior to the beginning of each calendar quarter and shall make available, upon request, the data and rationale which forms the basis of such estimate(s).

Case Category	1997 Total Agency Caseload	Agency's Annual % of Total OPD Caseload	Quarterly Variance Percent	Yearly Variance Percent	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	TOTAL
Felony*	1,123	12.4%	7.5%	2.5%	288	263	286	286	1,123
Juv Off	1,216	13.0%	10.0%	5.0%	291	305	303	317	1,216
SMC	3,326	22.6%	10.0%	5.0%	850	850	838	872	3,410

*Felony caseload includes complex litigation credits

The parties agree that if the King County Executive has not signed and forwarded to the Metropolitan King County Council an amendment to the existing contract agreement between the parties by March 15, 1997, specifying the payment to be made to the Agency for 1997, the Agency has no obligation to accept any new cases from the County above the monthly and quarterly caseload ceilings in the attached documents for 1996 or 1997, whichever is lower.

The parties anticipate that they will enter negotiation to deliver indigent defense services for the 1998-2000 period. In the event the parties do reach agreement to provide services in 1998, and the Agency accepts case assignments for the County in 1998, and in the event that the County Executive does not sign and forward a new agreement to the Metropolitan King County

Council by March 15, 1998, the Agency has no obligation to accept any new additional cases from the County after March 15, 1998, above the 1997 contracted levels.

C. King County Misdemeanor Program

OPD shall assign the Agency cases in the following district courts: None.

D: Requests for Supplemental Funding or Contract Modifications

If services in addition to this Contract are required due to unexpected increases in annual caseload(s), OPD shall seek supplemental funding:

- 1) First, within the Agency's own budget.
- 2) Second, within other areas of caseload funding in OPD budget.
- 3) Third, as appropriate, (1) within the Crisis and Commitment Services budget and from the State of Washington for Involuntary Commitment Act cases; or (2) from the Seattle Office of Management and Budget and the City Council for the Seattle Municipal Court.
- 4) Fourth, from unappropriated current expense fund revenues from the County Executive and the County Council.

Any request for supplemental funding shall be based on an estimate of actual costs required to handle a proposed revised caseload for the remaining time within the Contract year. It shall include a review of the full Agency budget, not just the program area(s) where there are caseload excesses.

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.

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). 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.

When year-end projected caseload is less than the estimate by more than the yearly variance percentage, OPD shall request a modification proposal from the Agency. Such a modification proposal shall be based on an estimate of cost reductions made possible by the reduced caseload for the remaining time within the contract year. It shall include a review of the full Agency budget, not just the program area(s) where there are caseload underruns. Funds may be sought by OPD through contract modification, if warranted. Funds obtained in this manner shall be used by OPD in meeting caseload needs throughout the Contract period or shall be returned to the appropriate funding authority, if required.

Juvenile Homicide: Provided that no Agency shall be required to accept and/or have open homicide cases under the jurisdiction of the Juvenile Court in excess of one-half the total number of FTE contracted for that division, at any given time. No limit is placed on the total number of homicides an Agency may be required to handle in the contracted year. A case is no longer open after completion of the trial, unless the Agency can present facts that suggest that the pending disposition is unusual.

E. Complex Litigation

The Agency shall be responsible for representing defendants in complex litigation cases. Complex litigation cases are all capital homicide cases, all aggravated homicide cases, and those felony fraud cases filed by the Fraud Unit of the King County Prosecuting Attorney's Office where the estimated attorney hours necessary exceeds one hundred seventy (170) hours. Aggravated homicide cases are considered capital cases until such time as decision is made by the Prosecuting Attorney not to file a notice of intention to seek death.

Complex litigation cases are "pending" until completion of the guilty phase and penalty phase of the trial, or entry of a guilty plea. Upon entry of a verdict or guilty plea, such cases are complete for the purposes of accepting additional complex litigation cases. Payment for post-conviction, pre-judgment representation shall be negotiated.

Typically, complex litigation cases occupy the full time of either one (1) or two (2) attorneys prior to completion, as follows:

Capital Cases:	2 FTE attorneys; 25 complex litigation case credits per month.
Aggravated Homicide:	1 FTE attorney; 12.5 complex litigation case credits per month.
Felony Fraud:	1 FTE attorney; 12.5 complex litigation case credits per month.
Frye Hearing Cases:	1 FTE attorney; 12.5 complex litigation case credits per month. If defense prevails at the hearing and the trial begins more than two weeks after the hearing, the Agency shall cease to receive 12.5 credits per month immediately after the hearing. 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

If the Agency has prior to, during, or after 1997 been assigned two (2) Frye hearing cases involving substantially the same issue, the Agency is presumed to have sufficient attorney personnel with necessary expertise to handle such cases without requiring an attorney's full time commitment. Such cases shall be assigned as one (1) felony credit and extra credits as specified in Exhibit III Case Credit Application Schedule, Case Credits, Felony.

If the Agency establishes for a compelling reason that it cannot reasonably accept such a case as a single felony credit, and OPD nevertheless desires to make such assignment to the Agency, it shall be made in the manner established in Exhibit III Other Circumstances, New Statutory Mandates.

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.

The Agency shall accept all complex litigation cases as assigned by OPD subject to the following:

OPD shall not assign further complex litigation cases while the Agency has a pending assigned complex litigation case.

In the event the designated attorney is not occupied with a complex litigation case, OPD may assign other felony cases up to 12.5 per month.

Once a complex litigation case has proceeded for two (2) months, OPD may request a review of the case, including, but not limited to credits, agency attorney and staff hours and related expenditures, and expected duration. Such review may result in redetermination of the case credits in the future.

Should a second attorney be required for a capital case pursuant to the case definitions cited above, OPD will credit the Agency with the equivalent of 12.5 case credits per month if the Agency's current case assignments are less than 97.5% of the contracted case assignments. If current case assignments are greater than 97.5% of the contracted case assignments, OPD will reimburse the Agency at the rate of \$8,620 per month.

F. Sexual Predator Cases

The Agency shall be paid by OPD from funds provided by the State of Washington for cases filed under RCW 71.09 and assigned to the Agency by the County at a comparable rate consistent with WAC 275 for 1997. Agency costs shall be based on submission of regular monthly expenditure reports as required by this Contract and submission of a billing to OPD containing a statement of the names and the number of hours spent by each attorney working

EXHIBIT II

0251

Payment Schedule
NORTHWEST DEFENDERS ASSOCIATION

This Payment Schedule shall pertain to all cases assigned to the Agency from January 1, 1997 to December 31, 1997. In 1997, 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: Individual Felony Case Pursuant to Exh. I(E)	Jan-Mar	\$80,269	
	Apr-Dec	\$65,981	\$834,636
Juvenile, including the following services: Juvenile First Appearance Calendar	Jan-Mar	\$39,566	
	Apr-Dec	<u>\$38,357</u>	<u>\$463,911</u>
Subtotal CX Contracted Cases	Jan-Mar	\$119,835	
	Apr-Dec	\$104,338	\$1,298,547
Seattle, including the following services: Sunday In-Custody Arraignment	Jan-Mar	\$ 99,738	
	Apr-Dec	\$101,939	\$1,216,665
<u>TOTAL</u>	Jan-Mar	<u>\$219,573</u>	
	Apr-Dec	<u>\$206,277</u>	<u>\$2,515,212</u>

on the case during the month. OPD shall submit to the State of Washington a billing including the information provided by the Agency within ten (10) days of receipt of the Agency billing. OPD shall remit funds received from the State of Washington to the Agency within ten (10) days of receipt. Payment to the Agency shall be made subject to such other conditions as may be stated in any interagency agreement between the County and the State of Washington Department of Social and Health Services from the effective date of such agreement, and shall be incorporated into this Contract by Written amendment as necessary. Payment is dependent upon expenditure authority from the Metropolitan King County Council and Executive.

Case Credit Application Schedule

Case Credits

For purposes of payment under this Contract, the following application of case credits shall apply:

<u>Felony</u>	
One completed case	1 case credit
A case that exceeds 100 attorney hours	1/2 case credit for each 25 hour increment over 100 hours.
Multiple count cases	1/4 case credit for each count beyond four; does not apply to felony fraud cases.
Atty/Day or substantial advice	1/10 case credit
Atty/Day or substantial advice in the King County Detention Facility	2/10 case credit
Probation or other reviews	1/3 case credit
Assignment for sentencing only	Felony cases assigned for purposes of sentencing or resentencing only shall be assigned at 30% of a felony case credit.
Assignment for Motion to Withdraw Guilty Plea or a Motion for New Trial based on a claim of ineffective assistance of counsel	1 case credit
Homicide	2 case credits
<u>Misdemeanor</u>	
One completed case	1 case credit
Review, resentencing or other hearing	1 case credit
One Seattle Municipal Court probation hearing	0.6 case credit
Misdemeanor Appeal	4 case credits
Misdemeanor Writ	3 case credits

Juvenile Offender

One completed case	1 case credit
Decline hearing	1 case credit
A case that exceeds 40 attorney hours	1/2 case credit for each 15 hour increment over 40 hours
Reviews or Hearings	1/3 case credit
Attorney of the Day or substantial advice	1/10 case credit

Truancy

One initial and two review hearings	1.4 dependency case credits
Review or other hearing	0.33 dependency case credit

Child in Need of Services (including At-Risk Youth)

One completed case	1 juvenile offender case credit
Review or other hearing	1/3 juvenile offender case credit

Juvenile Dependency

A dependency case, per Exhibit V.2.i	1 case credit
Dependency review per Exhibit V.2.j	2/5 case credit
Dependency trial per Exhibit V.2.k(1)	1/2 case credit
Termination trial per Exhibit V.2.k(2)	1 case credit
Attorney of the Day or substantial advice	1/10 case credit

Civil Contempt

From initial assignment up to and including three contempt hearings	1 case credit
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Other Circumstances

Partial credits

Partial credits shall be assigned according to the terms of this Exhibit or as further determined by the Agency and the Office of Public Defense.

New statutory mandates

Case types not contemplated by this Contract arising from legislation with effective dates after November 1, 1993, shall be assigned by the OPD administrator and accepted by the Agency subject to agreement on the credit to be given within available resources.

Aggravated Murder First Degree/Capital Punishment cases

Aggravated murder and capital punishment cases not included in the complex litigation provisions of Exhibit I.E of this Contract shall be given extra credits based upon negotiations between the OPD Administrator and the Agency. These credits shall be in addition to any credits provided for under the terms of this Contract. Payments for these credits is subject to the availability of funds or supplemental appropriation of funds by the King County Council or by order of the Court.

Felony Fraud cases

Felony Fraud cases filed by the Fraud Unit of the King County Prosecutor's Office not included in the complex litigation provisions of Exhibit I.E of this Contract shall be given extra credits based upon negotiation between the OPD Administrator and the Agency, if the nature of the case requires such extra credits. Factors entering into the awarding of extra credits include, but are not limited to, amount and complexity of evidence, number of defendants and the anticipated or actual time of trial. These credits shall be in addition to any credits provided for under the terms of this Contract. Payments for these credits is subject to the availability of funds or supplemental appropriation of funds by the King County Council or by order of the Court.

Credit for cases where the Agency withdraws due to a conflict of interest

When the Agency has reviewed discovery within the time frames set forth in Section X.A.6, withdrawn for reason of conflict and requested credit for time expended, OPD shall review the Agency's request for credit and may grant appropriate credit within available resources. Should such credit be denied, OPD shall inform the Agency of the basis for denial, if the request is submitted in a format approved by OPD and the Agency.

EXHIBIT IV

Special Services

Applies to Contract Agency if that service is delineated in Exhibit II, **Payment Schedule**.

King County 24-Hour Phone

The Agency will provide legal advice 24 hours a day to any accused person charged in an assigned District Court who calls requesting assistance and who needs emergency assistance.

Juvenile AOD

The Agency shall provide Juvenile Special Services which include making "morning rounds" in juvenile detention; lineups, detention reviews and arraignments; diversion counseling per RCW 13.040.080; and representing youth offenders as counsel until an attorney is formally appointed. The Agency will provide legal advice 24 hours a day to any juvenile suspect who calls requesting assistance and who needs emergency assistance.

Juvenile First Appearance Calendar

Each Agency representing juveniles shall provide representation on the Juvenile First Appearance Calendar. Representation of youth on this daily Juvenile Court Calendar shall include prior clients and/or unrepresented youth. Time spent on this calendar shall include preparatory work done concerning youth listed on the calendar who do not appear because of expedited filing by the Prosecuting Attorney, release from detention prior to hearing, or other reasons for non-appearance. Defendants shall be assigned to agencies according to the following schedule:

TDA - Unrepresented juvenile; agency clients, or an estimated 33% of the calendar.

SCR - First conflict juvenile; agency clients, or an estimated 33% of the calendar.

ACA - Second conflict juvenile; agency clients, or an estimated 22% of the calendar.

NDA - Third conflict juvenile; agency clients, or an estimated 12% of the calendar.

Dependency Calendar

The Dependency Calendar services to be provided shall include the presence of an attorney at initial 72 hours shelter care calendars and such additional legal work as may be required prior to the screening and assignment of the client by OPD. Coverage of this calendar will be done for 40% by TDA and 60% by SCRAP of the year with the actual timing to be coordinated with the OPD Administrator.

City of Seattle
24-Hour Phone

The Agency will provide legal advice 24 hours a day to any accused person in the Seattle Municipal Court who calls requesting assistance and who needs emergency assistance.

City of Seattle
In-Custody Arraignments

The Agency will provide legal representation during regularly scheduled in-custody arraignment calendars for the purposes of representing all otherwise unrepresented persons on said calendars. The Agency shall provide at least one attorney and one staff person or two attorneys for the purpose of assisting in the preparation of such calendars. Agency responsibilities shall not include photocopying discovery materials for the court.

The limitations of in-custody arraignment coverage shall be:

Saturday and Sunday in-custody coverage is based on twenty (20) attorney hours per day. Coverage shall not exceed twenty-three (23) hours without prior agreement of the Agency. Said 20 hours do not provide for staffing of more than one courtroom during the scheduled times without prior agreement of the Agency and OPD. Such agreement shall be a jointly signed letter by the Presiding Judge at the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

Monday through Friday daytime in-custody coverage is based on one hundred (100) attorney hours per week. Coverage shall not exceed one-hundred-sixteen (116) hours without prior agreement of the Agency. Said 100 hours do not provide for staffing of more than one courtroom during the scheduled times without prior agreement of the Agency and OPD. Prior agreement and reasonable notice shall also be required if the Seattle Municipal Court proposes to shift calendars scheduled between 8:00 a.m. and 5:00 p.m. to evening hours. Such agreement shall be a jointly signed letter by the Presiding Judge of the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

Evening in-custody coverage shall require a single attorney if arraignments are to be taken throughout the calendar, and shall not exceed thirty (30) hours per week. The hours credited to arraignment coverage for this representation shall be the total hours of the evening calendar and not the elapsed time of the arraignment representation.¹

¹ Said 30 hours do not provide for staffing of more than one (1) courtroom during the scheduled time without prior agreement of the Agency and OPD. Such agreement shall be a jointly signed letter by the Presiding Judge of the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

City of Seattle
Out-of-Custody
Arraignments

The Agency will provide legal representation of all otherwise unrepresented persons during regularly scheduled out-of-custody intake/arraignment calendars. The Agency shall provide at least one attorney and one staff person or two attorneys for the purpose of assisting in the preparation of such calendars.

The limitations on out-of-custody arraignment coverage are:

Evening intake and Friday morning coverage shall not exceed thirty-three (33) attorney hours per week without prior agreement of the Agency. Said hours do not provide for staffing of more than one courtroom during the scheduled times without prior agreement of the Agency and OPD. Prior agreement shall be a jointly signed letter by the Presiding Judge of the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

If intake/arraignment calendars are changed to days, the Agency's obligation to provide representation is still based on 33 attorney hours per week.

City of Seattle
Excess Calendars

Should in or out-of-custody arraignment calendars exceed the hours stated above without prior agreement as detailed above, the Agency shall be reimbursed for the actual excess hours of service provided at a rate of \$25.00 per hour per attorney used. Any coverage provided when two in or out-of-custody calendars are scheduled for the same time shall also be compensated at the rate of \$25.00 per hour per attorney used.

The parties recognize that funding under this Contract may not be sufficient to provide representation for any night court calendars beyond those that existed in December, 1991. Therefore, after February 28, 1992, the Agency shall have no obligation to accept cases scheduled on such calendars.

Felony Arraignment

The Agency will provide at least one attorney to advise and represent for purposes of preliminary appearance or arraignment only, all otherwise unrepresented persons appearing on either of said calendars. The Agency will provide legal advice 24 hours a day to any felony suspect who calls requesting assistance and who needs emergency assistance.

Felony Sentence
Modification Calendar

The Agency shall provide an attorney and a paralegal for legal representation of up to an average of 40 matters per week on a quarterly basis on the Superior Court Community Service (Probation) Modification Calendar.

Change of Venue
Calendar

The Agency shall provide legal representation for clients appearing on the Seattle District Court "Change of Venue Calendar" as regularly scheduled during any continuous four (4) hour period each weekday. In the event that a defendant's case does not reach disposition on this calendar, but is continued for further hearing(s) or trial, the defendant shall be assigned an attorney from the appropriate Agency as a normal "case" assignment.

Information System
Modifications

The Agency shall be reimbursed based on submission of invoices from vendors or consultants, for the costs of modifications to software programs required by the information system changes being undertaken by OPD. The scope of modifications and an estimate of costs shall be agreed to by OPD and the Agency, prior to the Agency making said changes. OPD agrees to provide the Agency hardware, network software, application software, and connectivity products as specified in its information system proposal; therefore, no reimbursement will be made for hardware, network software, application software, or connectivity products.

Sexual Predator
Civil Commitment

The Agency shall provide legal representation for indigent clients assigned by OPD where civil commitment petitions have been filed by the King County Prosecuting Attorney under RCW 71.09.

Superior Court: Regional Justice Center SpecificJuvenile CourtJuvenile Calendar

The Agency will provide an attorney for the purpose of representation at the South King County Juvenile Calendar on Thursday and Friday beginning July 1, 1997.



**King County
Department of Executive Administration**

Office of Civil Rights & Compliance
E224 King County Courthouse
516 Third Avenue
Seattle, Washington 98104

Personnel Inventory Report

Revised 3/88

EXHIBIT VIII

Legal Name of Business Northwest Defenders Association Telephone No. 674-4700

Also Doing Business as (DBA) Same as Above

Address 830 - 4th Ave., S., Suite 200 City Seattle State WA Zip 98134

DO ANY OF YOUR EMPLOYEES BELONG TO A UNION AND/OR DO YOU USE AN EMPLOYEE REFERRAL AGENCY?
YES NO . If yes, list the unions and/or employee referral agencies with whom you have agreements:

Local 6, SEIU

If you expect to do more than \$10,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

DO YOU HAVE ANY EMPLOYEES? YES NO . If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1, 2, 3) report covers: _____

Employment Data Job Categories	Whites		Blacks		Asians		Native Americans		Hispanics		Disabled		Minority Sub-Total		Disabled Sub-Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial	0	1	5	0	0	1	0	0	0	0	0	0	5	2	0	0
Professional	3	7	4	1	1	1	0	0	2	1	0	0	7	10	0	0
Technical	1	2	0	0	0	0	0	0	0	0	0	0	0	2	0	0
Clerical	2	1	1	2	0	0	0	0	0	2	1	0	1	5	1	0
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
*Skilled Craft																
Sub-Total	6	11	10	3	1	2	0	0	2	3	1	0	13	19	1	0

*Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of Employees Reported Above: 38 (If no employees, write ("0").)

This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (MONTH/DAY/YEAR): 2/97

RS Employer Identification Number: 91-1392873

Submitted By: Rufus McKee Title: Executive Director Date: 4/11/97
name (print or type)

Do not write below this line

AA	AFF DATE	CT	CC	VENDOR	CERTIFIED STAMP	CS	SM	SF	SH	PST	TCC	FPST
----	----------	----	----	--------	-----------------	----	----	----	----	-----	-----	------



King County
Department of Executive Administration

Office of Civil Rights & Compliance
E224 King County Courthouse
516 Third Avenue
Seattle, Washington 98104

Personnel Inventory Report

Revised 3/88

10251

Supplemental Form

Legal Name of Business Northwest Defenders Association Telephone No. 674-4700

Employment Data	Whites		Blacks		Asians		Native Americans		Hispanics		Disabled		Minority Sub-Total		Disabled Sub-Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Volunteers	1	0	0	1	0	1	0	0	0	0	0	0	0	2	0	0

ATTACH SUPPLEMENTAL FORMS AS NECESSARY TO REPORT THE TOTAL WORK FORCE.

Submitted By Rufus McKee Executive Director
Name Title

Contact the King County Purchasing Agency at (206) 296-4210 or the King County Contract Compliance Office at (206) 296-7652 if you have any questions concerning completion of this form.

EXHIBIT IX

**Affidavit and Certificate of Compliance
With King County Code Chapter 12.16, Discrimination and Affirmative Action in
Employment by Contractors, Subcontractors and Vendors**

Company Name: Northwest Defenders Association BID NO. _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

The undersigned, being first duly sworn, on oath states on behalf of the Contractor as follows:

Definitions: "Contractor" shall mean any contractor, vendor of consultant who supplies goods and/or services. "Contract" shall mean any contract, purchase order or agreement with King County Government, hereinafter called the County.

A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basis nondiscrimination provisions of the general contract specifications as applied to service consultant, vendor or construction contracts exceeding \$10,000. Contractor herein agrees that this affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications, King County Code Chapter 12.16 and this affidavit. PROVIDED FURTHER, that in lieu of the affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of this chapter.

B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.

C. This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken.

AFFIRMATIVE ACTION REPRESENTATIVE

NAME: Rufus McKee

D. Contractor will cooperate fully with the Compliance Unit and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this sworn statement and in King County Code Chapter 12.16.

E. Reports. The Contractor agrees to complete and submit with this affidavit such additional reports and records that may be necessary to determine compliance with the affidavit and to confer with the County Compliance Officer at such times as the County shall deem necessary. The information required by this chapter includes but is not limited to the following reports and records.

1. Personnel Inventory Report: This report shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.

2. Monthly Utilization Report: This report shall apply to construction contractors and subcontractors and shall provide the number of hours of employment for minority, women and handicapped employees by craft and category.

3. Statement from Union or Worker Referral Agency. This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of any sensory, mental or physical handicap.

4. Certified Weekly Payroll: This report is required from every construction contractor, subcontractor, and any lower tier subcontractor for each work week from the time work starts on the project until completion:

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

F. Subcontractors: For projects and contracts over one hundred thousand dollars (\$100,000) the prime contractor shall be required to submit to the County, along with its qualifying documents under this chapter, employment profiles, Affidavits of Compliance, Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.

G. Employment Goals for Minorities and Women: Employment goals shall be established for two industry categories, i.e., construction contractors and vendor/service contractors, using a multi-factor availability analysis.

1. Construction contractor and subcontractor performance: Goal attainment is based on the total hours of employment as determined by the monthly utilization reports.

2. Consultant and vendor/service contractor performance: Goal attainment is based on the total number of employees as determined by Personnel Inventory Reports.

H. Employment Goals for Handicapped Persons: Employment goals for handicapped persons shall be established using the methodology deemed most relevant and the statistical data deemed the most current and representative of the availability of handicapped persons by the Office of Civil Rights and Compliance and shall, to the extent possible, be consistent with the methodology used to establish employment goals for the handicapped for the County's internal workforce.

I. Alternative Goal Option: Contractors may establish goals independently if they believe the King County goals are not applicable to their specific situation. Contractors who secure King County's assent in pursuing this option must use a multi-factor analysis with methodology and data sources approved by the County.

J. Underrepresentation of Minorities, Women and Handicapped Persons: Underrepresentation of minorities, women and handicapped persons will not be deemed a per se violation of King County Code Chapter 12.16 where a contractor's employment statistics demonstrate that minorities, women and handicapped persons are underrepresented in its workforce in relationship to the county employment goals. The burden will be on the contractor to show that the minimum affirmative action requirements set forth below have been met and that a reasonable "good faith" affirmative action plan in compliance with this chapter has been pursued.

K. Minimum Affirmative Action Measures: Contractor agrees that failure to implement and/or maintain reasonable "good faith" efforts to achieve the county employment goals will constitute a breach of

this agreement. The evaluation of a contractor's compliance with this chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action program. The contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:

1. Policy Dissemination: Internal and external dissemination of the contractor's equal employment opportunity policy, posting of nondiscrimination policies and of the requirements of this chapter on bulletin boards clearly visible to all employees, notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's commitments under this chapter, inclusion of the equal opportunity policy in advertising in the news media and elsewhere.

2. Recruiting: Adoption of recruitment procedures designed to increase the representation of women, minorities and handicapped persons in the pool of applicants for employment, including, but not limited to establishing and maintaining a current list of minority, women and handicapped recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, female and/or handicapped readership.

3. Self-Assessment and Test Validation: Review of all employment policies and procedures, including review of tests, hiring and training practices, job classifications and job assignments, to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and handicapped persons; validation of all tests and other selection requirements where there is an obligation to do so under state or federal law.

4. Record Referrals: Maintain a current file of application of each minority, woman and handicapped applicant or referral for employment indicating what action was taken with respect to each such individual and the reasons therefore. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.

5. Notice to Unions: Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the King County Executive if labor unions fail to comply with the nondiscrimination or affirmative provisions.

6. Supervisor: Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under this chapter. Such direction shall include, but

not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.

7. Training: Develop on-the-job training opportunities which expressly include minorities, women and handicapped persons.

Where a contractor's employment statistics demonstrate that minorities, women and handicapped persons are underrepresented, failure to follow any of the requirements of Paragraph K (1-7) shall be prima facie evidence of noncompliance with this agreement.

L. Contractor agrees in all its employment policies and practices to refrain from discrimination against any person on the basis of race, color, creed, religion, nationality, sex, age, marital status, sexual orientation, or the presence of any mental, physical or sensory handicap, including but not limited to hiring, firing, lay-off, promotion or demotion, job assignment, wages, and other terms and conditions of state and local rules, laws or ordinances and regulations regarding any such discrimination.

M. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this contract, and to records, files, information and employees in connection therewith, to the Compliance Unit or agent for purposes of reviewing compliance with the provisions of this affidavit and agrees to cooperate in any compliance review.

N. Should the Compliance Unit find, upon complaint, investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this affidavit, it shall notify the County and contractor in writing of the finding fully describing the basis of noncompliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the contractor and the County that the noncompliance has been resolved.

O. The contractor agrees that any violation of the specific provisions of this chapter and of any term of the affidavit of compliance required herein, including reporting requirement, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the contract between the County and the contractor. Such breach shall be grounds for implementation of any sanctions provided for in this chapter, including but not limited to, cancellation, termination or suspension, in whole or in part, of the contractor, by the county; liquidated damages; or disqualification of the contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

P. Contractor recognizes that it is bound by all provisions of King County Code Chapter 12.16 and acknowledges receipt of a copy thereof.

DESIGNATED CONTRACTOR Northwest Defenders Association

ADDRESS 830 - 4th Ave., S., Suite 200 Company Name Seattle WA 98134

AUTHORIZED SIGNER [Signature] City Seattle State WA Zip 98134

NAME Rufus McKee Signature [Signature] Title PHONE 674-4720

Type or Print

SUBSCRIBED AND SWORN TO before me
this 14th day of April, 1997
[Signature]
Notary Public in and for the State of Washington
residing at 102-13th St. NW, Mansfield unit 75271

APPROVED BY: [Signature]
King County Compliance Unit Officer
Date 4/14/97 Telephone Number 6-7582

10251

EXHIBIT XII

WAIVER STATEMENT FOR AGENCIES THAT HAVE SUBMITTED SELF-EVALUATION

The undersigned, being first duly sworn, on oath states as follows:

- A. That I am the authorized officer of Northwest Defenders Association agency and am signing this statement on behalf of the agency.
- B. This agency has previously filed a self-evaluation report with the County, and is still at the same location, therefore the agency is exempt from filing a report for the present contract year.
- C. The agency recognizes that a self-evaluation plan is required for the structural and/or programmatic changes necessary to provide programs and services to the handicapped at its present location.
- D. The agency agrees to continue its efforts to comply with the self-evaluation report and with Section 503 and 504 of the Rehabilitation Act of 1973, as amended.

This statement shall be valid for a period of one year.

Rufus McKee
Authorized Agency Representative

674-4720
Phone Number

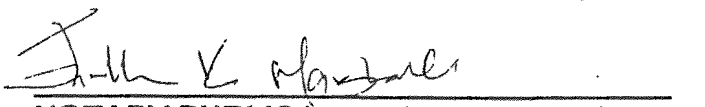

By: Name

Northwest Defenders Association
Agency Name

830 - 4th Ave., S., Suite 200, Sea., WA 9813
Address

Executive Director
Title

SUBSCRIBED AND SWORN TO before me this 14th day of April,
1996. 1997


NOTARY PUBLIC in and for the State of
Washington, residing at 902 43rd St. W.W.
Spokane, WA 99201

ASSURANCE OF COMPLIANCE

10251

With Section 504 of the Rehabilitation Act of 1973, as amended, a federal law prohibiting discrimination against qualified persons with disabilities.

Definitions: "**Contractor**" shall mean any contractor with King County, except for those contractors supplying tangible goods and supplies. "**Contract**" shall mean any contract, purchase order, or agreement, except those for tangible goods and supplies, with King County Government, hereinafter called the County. "**Reasonable accommodation**" shall mean all efforts made to modify, change, or eliminate existing barriers denying persons with disabilities equal opportunity to benefit from the Contractor's program, services or activities, except where to do so would cause an undue administrative or financial burden. "**undue administrative and financial burden**" is determined on a case by case basis using the following criteria: (1) size of the Contractor's program with respect to number of employees, number and type of facilities, and size of budget, (2) the type of operation including the composition and structure of the work force; and (3) the nature and cost of the accommodation needed. Section 504 of the Rehabilitation Act of 1973, as amended (hereinafter Section 504), defines "**disability**" as anyone who has, has a history of, or is perceived as having a sensory, physical, or mental impairment that substantially limits one or more major life activity. This can include, but is not limited to: mobility, visual, hearing, or speech impairment; mental illness, epilepsy, learning disability, brain injury, HIV/AIDS; arthritis, cerebral palsy, developmental disability, multiple sclerosis, and alcohol and drug addiction.

A. The undersigned Contractor understands that discrimination in public accommodation and employment based solely on disability is prohibited by federal, state and local laws. In addition, the Contractor recognizes that Section 504 of the Rehabilitation Act of 1973, as amended, requires recipients of federal funds, be it direct or through subcontracting with a government entity receiving federal funds, to make their programs, services and activities, when viewed in their entirety, accessible to qualified and/or eligible persons with disabilities. The undersigned Contractor agrees that it and all subcontractors must comply with Section 504's requirements.

B. The undersigned Contractor has completed the *Self Evaluation and Corrective Action Plan for King County Contractors* to determine if it is discriminating against persons with disabilities in the area of program services, facility access, employment policies and procedures, outreach efforts, or the provision of reasonable accommodation to qualified/eligible persons with disabilities. Reasonable accommodation is required in both program services and employment, except where to do so would cause an undue administrative or financial burden.

C. The undersigned Contractor has developed a corrective action plan for all areas that are not in compliance with Section 504 and has attached it as Exhibit A.

D. The undersigned Contractor understands that in order to have an accommodation for program services declared an undue administrative or financial burden, an *Accessibility Waiver Request* must be submitted to King County's Office of Civil Rights and Compliance for OCRC's approval or disapproval.

E. The undersigned Contractor agrees to cooperate in any compliance review and to provide reasonable access to the premises of all places of business and employment, and to records, files,

information and employees therein to King County's Office of Civil Rights and Compliance for reviewing compliance with Section 504 requirements.

F. The undersigned Contractor agrees that any violation of the specific provisions and terms of the Assurance of Compliance required herein and with Section 504, shall be deemed a breach of a material provision of the contract between the County and the Contractor. Such breach shall be grounds for cancellation, termination or suspension, in whole or in part, of the contract by the County or disqualification of the contractor in future contracts.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Contractor: Northwest Defenders Association
Company/Organization Name

Type of Service Provided: Human Services Consultant Construction Purchased Services
 Architectural/Engineering Concessions Other (explain) Criminal Defense

Address: 830 - 4th Ave., S., Suite 200, Seattle, WA 98134
Street City State Zip

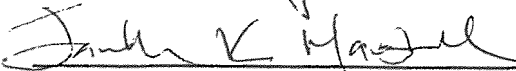
Contact Person: Rufus McKee Phone: 674-4720

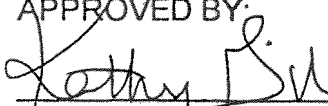
AUTHORIZED SIGNATURE: 

Name: Rufus McKee Phone: 674-4720

Title: Executive Director

SUBSCRIBED AND SWORN TO before me this
4th day of April, 1996. (1997)


Notary Public in and for the State of
Washington, residing at 902-43rd St. W.W.
Mayfield, WA 98271

APPROVED BY:

504 Compliance Officer

4/14/97 6-7582
Date Telephone Number

CORRECTIVE ACTION PLAN TO MEET 504 ACCESSIBILITY REQUIREMENTS

- The contractor is in compliance with accessibility requirement of Section 504 of the Rehabilitation Act of 1973 and does not need to take any correction action at this time.
- The Contractor is out of compliance with accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and intends to take the following corrective action. (Please list all area(s) of noncompliance identified in the *Self Evaluation and Corrective Action Plan for King County Contractors*. Indicate the corrective action to be taken, and the date it will be completed. Use additional sheets as necessary.)
- The Contractor has requested an Accessibility Waiver Request. (If you have been granted or have submitted an Accessibility Waiver Request, please attach.)

Prepared By: Rufus McKee

Title: Executive Director Date: 4/11/97

Name of Contractor: Northwest Defenders Association

Address: 830 - 4th Ave., S., Seattle, WA 98134 Phone: 674-4720

EXHIBIT XV

Salary Plan

1997 Kenna salary table
(includes 2.25% cola '94, 2.70% cola '95 and '95 salary parity, cola 2.25% '96, cola 2.25% '97)

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Defense Attorney 1	\$ 36,906	\$ 38,161					
Defense Attorney 2	\$ 40,670	\$ 43,075					
Defense Attorney 3	\$ 45,480	\$ 48,511					
Defense Attorney 4	\$ 51,543	\$ 52,798	\$ 54,053	\$ 55,307	\$ 56,457		
Public Defense Attorney 1	\$ 57,607	\$ 59,385	\$ 60,953	\$ 62,392	\$ 63,985	\$ 65,494	\$ 67,122
Public Defense Attorney 2	\$ 61,448	\$ 63,880	\$ 65,553	\$ 67,122	\$ 68,794	\$ 70,363	\$ 72,190
Public Defense Attorney 3	\$ 71,826	\$ 73,917	\$ 75,789	\$ 77,672	\$ 79,668	\$ 81,340	\$ 83,648

EXHIBIT XVI

10251

NDA 1997 BUDGET PLAN									
CATEGORY	96	96	97	97	97	97	97	97	TOTAL
	PSQ	TECH ADJ	REDUCTIONS	BASE	GROWTH	MAINT	RJC	COLA	REQ
FELONY								2.25%	
LEGAL	537,352		(73,736)	463,616		8,931		10,632	483,179
NON-LEGAL	192,934		(26,560)	166,374				3,743	170,118
BENEFITS	129,780		(61,270)	68,510					68,510
OVERHEAD	179,774		(66,942)	112,832					112,832
TOTAL	1,039,840	-	(228,507)	811,332	-	8,931	-	14,376	834,639
JUVENILE									
LEGAL	247,929			247,929	22,755	1,650		6,128	278,461
NON-LEGAL	69,914		(4,951)	64,963	7,993			1,642	74,597
BENEFITS	65,781		(21,438)	44,343	6,215				50,558
OVERHEAD	93,556		(33,825)	59,731	568				60,299
TOTAL	477,180	-	(60,214)	416,966	37,530	1,650	-	7,769	463,915
KCM									
LEGAL	-			-	-	-		-	-
NON-LEGAL	-			-	-	-		-	-
BENEFITS	-			-	-	-		-	-
OVERHEAD	-			-	-	-		-	-
ADJUSTMENT	-			-	-	-		-	-
TOTAL	-			-	-	-		-	-
COC									
LEGAL	-			-	-	-		-	-
NON-LEGAL	-			-	-	-		-	-
BENEFITS	-			-	-	-		-	-
OVERHEAD	-			-	-	-		-	-
TOTAL	-			-	-	-		-	-
DRUG COURT									
LEGAL	-			-	-	-		-	-
NON-LEGAL	-			-	-	-		-	-
BENEFITS	-			-	-	-		-	-
OVERHEAD	-			-	-	-		-	-
TOTAL	-			-	-	-		-	-
SMC-GRANTS									
LEGAL	606,624		(13,000)	593,624	(258)	12,786		13,638	619,791
NON-LEGAL	185,953		(1,993)	183,960	(39)			4,138	188,059
BENEFITS	162,839		(2,840)	159,999	600				160,599
OVERHEAD	241,436		(622)	240,814	7,402				248,216
TOTAL	1,196,852		(18,455)	1,178,397	7,705	12,786	-	17,777	1,216,665
DEPENDENCY									
LEGAL	-			-	-	-		-	-
NON-LEGAL	-			-	-	-		-	-
BENEFITS	-			-	-	-		-	-
OVERHEAD	-			-	-	-		-	-
TOTAL	-			-	-	-		-	-
ITA									
LEGAL	-			-	-	-		-	-
NON-LEGAL	-			-	-	-		-	-
BENEFITS	-			-	-	-		-	-
OVERHEAD	-			-	-	-		-	-
TOTAL	-			-	-	-		-	-
SUBTOTAL									
LEGAL	1,391,905	-	(86,736)	1,305,169	22,497	23,367		30,398	1,381,431
NON-LEGAL	448,801	-	(33,504)	415,297	7,954	-		9,523	432,774
TOTAL SALARY	1,840,706	-	(120,240)	1,720,466	30,450	23,367		39,921	1,814,206
TOTAL BENEFITS	358,400	-	(85,548)	272,852	6,815	-		-	279,667
TOTAL OVERHEAD	514,765		(101,388)	413,377	7,970	-		-	421,347
KCM ADJUSTMENT									
TOTAL CONTRACT	2,713,871	-	(307,176)	2,406,696	45,235	23,367	-	39,921	2,515,219

NDA 1997 BUDGET PLAN

CATEGORY	96	96	97	97	97	97	97	97	TOTAL
	PSQ	TECH ADJ	REDUCTIONS	BASE	GROWTH	MAINT	RJC	COLA	REQ
PROFESSIONAL									
LICS & CERT	12	-	(3)	9	-	-	-	-	9
PROF INS	34,220	-	(9,689)	24,531	-	-	-	-	24,531
MEMB & DUES	12,919	-	(1,842)	11,077	-	-	-	-	11,077
EMPY REL	1,788	-	(92)	1,696	-	-	-	-	1,696
TOTAL PROF	48,939	-	(11,626)	37,313	-	-	-	-	37,313
OFFICE OPERATIONS									
TELE-Long Dist	5,584	-	(689)	4,895	-	-	-	-	4,895
TELE-LOCAL	14,865	-	(2,280)	12,585	-	-	-	-	12,585
GEN SUPP	18,516	-	(6,223)	12,293	-	-	-	-	12,293
REPR&MAINT	5,253	-	(2,420)	2,833	-	-	-	-	2,833
COMP SUPP	7,786	-	(4,000)	3,786	-	-	-	-	3,786
POSTAGE	6,639	-	(1,247)	5,392	-	-	-	-	5,392
PHOTO COPY	3,148	-	-	3,148	-	-	-	-	3,148
PRINTING	8,738	-	(5,478)	3,260	-	-	-	-	3,260
LIBRARY	10,242	-	(2,949)	7,293	-	-	-	-	7,293
SUBSCRIP	516	-	-	516	-	-	-	-	516
UTILITIES	-	-	-	-	-	-	-	-	-
GARBAGE	-	-	-	-	-	-	-	-	-
JANITORIAL	505	-	-	505	-	-	-	-	505
MISC	(697)	-	-	(697)	-	-	-	-	(697)
MESSENGER	13,969	-	(5,592)	8,377	-	-	-	-	8,377
SERV CHGS	31	-	-	31	-	-	-	-	31
EQMT RENTAL	908	-	-	908	-	-	-	-	908
MINOR EQ	463	-	-	463	-	-	-	-	463
ADVERTISING	-	-	-	-	-	-	-	-	-
TOTAL OFFICE	96,466	-	(30,878)	65,588	-	-	-	-	65,588
OVERHEAD									
SPACE RENTAL	198,581	-	(33,005)	165,576	-	-	-	-	165,576
OFFICE INS	860	-	-	860	-	-	-	-	860
BDG REPAIR	328	-	(35)	293	-	-	-	-	293
TOTAL OVHD	199,769	-	(33,040)	166,729	-	-	-	-	166,729
TRAINING									
IN HOUSE	(150)	-	-	(150)	-	-	-	-	(150)
CLE COST	12,804	-	(3,823)	8,981	-	-	-	-	8,981
IN-STATE	2,467	-	(1,171)	1,296	-	-	-	-	1,296
OUT-STATE	2,569	-	(1,300)	1,269	-	-	-	-	1,269
TOTAL TRAINING	17,690	-	(6,294)	11,396	-	-	-	-	11,396
CAPITAL EXPENDITURE									
PURCHASE	14,850	-	(11,554)	3,296	6,780	-	-	-	10,076
EQMT LEASE	42,044	-	(1,184)	40,860	-	-	-	-	40,860
LEASE IMPROV	-	-	-	-	-	-	-	-	-
TOTAL CAPITAL	56,894	-	(12,738)	44,156	6,780	-	-	-	50,936
TRAVEL									
MILEAGE	5,801	-	(969)	4,831	568	-	-	-	5,399
PARKING	17,106	-	(2,903)	14,203	-	-	-	-	14,203
PUBLIC Transp	3,000	-	-	3,000	-	-	-	-	3,000
TOTAL TRAVEL	25,907	-	(3,872)	22,034	568	-	-	-	22,602
CASE RELATED									
CASE PREP	7,748	-	(1,972)	5,776	-	-	-	-	5,776
CLIENT EXP	3,074	-	(346)	2,728	-	-	-	-	2,728
TOTAL CASE	10,822	-	(2,318)	10,822	-	-	-	-	10,822
OTHER									
BOARD EXP	263	-	-	263	-	-	-	-	263
PROF SVC-LEG	32,195	-	-	32,195	-	-	-	-	32,195
PROF SVC-ACTG	11,894	-	-	11,894	-	-	-	-	11,894
PROF SVC-OTHER	13,948	-	-	13,948	-	-	-	-	13,948
VOL SERVICES	-	-	-	-	-	-	-	-	-
RECRUITING	(160)	-	-	(160)	-	-	-	-	(160)
BUSI TAXES	129	-	-	129	-	-	-	-	129
BUSI LICENSES	10	-	-	10	-	-	-	-	10
TOTAL OTHER	58,279	-	-	58,279	-	-	-	-	58,279
TOTAL CATEGORIES	514,765	-	(100,766)	415,695	7,348	-	-	-	423,665
TOTAL NDA CONTRACT	2,713,871	-	(307,176)	2,406,696	45,235	23,367	-	39,921	2,515,219

EXHIBIT XVII


King County Statement of Recycled Paper Compliance

This statement shall be completed by all contractors who purchase paper with County funds or submit printed or photocopied materials in fulfillment of contract obligations.

The King County Recycled Product Procurement Policy (KCC 10.16) requires contractors and consultant to use paper meeting the King County Recycled Content Standards in fulfilling contractual obligations to the county whenever practicable.

The King County *Recycled Product Vendor Directory* is available from the Purchasing Agency. It contains the King County Minimum Recycled Content Standards and a listing of vendors supplying products meeting them.

Contractor agrees to use recycled paper for printed or photocopied documents submitted in fulfillment of this contract whenever practicable.



Contractor Signature

4/11/97
Date

Rufus McKee, Executive Director
Contractor Name/Title

CONTRACT AMENDMENT

10251

PROJECT NAME Public Defense Legal Services

CONTRACT NO. D24331D

AGENCY/CONTRACTOR Society of Counsel Representing
Accused Persons

DATE ENTERED 01/01/96

ADDRESS 1401 East Jefferson, Suite 200
Seattle, WA 98122

AMENDMENT NO. 1

DATE ENTERED 04/08/97

AMENDMENT REQUESTED BY	AMENDMENT EFFECTS	
<u>Office of Public Defense Organization</u>	<input checked="" type="checkbox"/> Scope of Services	<input type="checkbox"/> Method of Payment
<u>James C. Crane, Administrator Name</u>	<input type="checkbox"/> Time of Performance	<input type="checkbox"/> Reliance
	<input checked="" type="checkbox"/> Compensation	<input checked="" type="checkbox"/> Terms & Conditions
	<input type="checkbox"/> Results of Services	<input type="checkbox"/> Other

PURPOSE: To adopt amendments necessary to implement the 1997 portion of the 1996/1997 legal services contract between King County and Society of Counsel Representing Accused Persons.

A. STANDARD CONTRACT CHANGES

Page 1. Funds the 1997 portion of the 1996/1997 legal services contract amount at \$5,359,766. Funding sources, funding levels and effective dates are changed as follows:

FUNDING SOURCES	LEVELS	EFFECTIVE DATES
County 1996 1997	\$5,094,204 \$5,359,766	01/01/96 - 12/31/96 01/01/96 - 12/31/96
Federal		
State		
Private		
TOTAL 1996 1997	\$5,094,204 \$5,359,766	01/01/96 - 12/31/96 01/01/97 - 12/31/97

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

KING COUNTY, WASHINGTON	ACKNOWLEDGMENT & ACCEPTANCE AGENCY/CONTRACTOR
By _____	By <u>David Compton</u>
Title County Executive	Title <u>Executive Director</u>
Date _____	Date <u>May 7, 1997</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. 12029 in 1996, and Ordinance No. 12538 in 1997.

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

- | | | |
|----------|---|-----------------------------------|
| <u>X</u> | 1997 Personnel Inventory Report (K.C.C. 12.16) | Attached hereto as Exhibit VIII.A |
| <u>X</u> | 1997 Affidavit of Compliance | Attached hereto as Exhibit IX.A |
| <u>X</u> | Requirements of Section 504 of the 1973 Rehabilitation Act/Waiver Statement | Attached hereto as Exhibit XII.A |
| <u>X</u> | Salary Plan | Attached hereto as Exhibit XV.A |
| <u>X</u> | 1997 Approved Annual Budget | Attached hereto as Exhibit XVI.A |

Page 3. See attached page 3.

3. EXHIBIT CHANGES

- dd EXHIBIT I - Scope of Services. Attached hereto.
- dd EXHIBIT II - Payment Schedule. Attached hereto.
- dd EXHIBIT III - Case Credit Application Schedule. Attached hereto.
- dd EXHIBIT IV - Special Services. Attached hereto.
- dd EXHIBIT VIII.A - 1997 Personnel Inventory Report (K.C.C. 12.16). Attached hereto.
- dd EXHIBIT IX.A - 1997 Affidavit of Compliance (K.C.C. 12.16). Attached hereto.
- dd EXHIBIT XII.A - 1997 Requirements of Section 504 of the 1973 Rehabilitation Act/Waiver Statement.
- dd EXHIBIT XV.A - 1997 Salary Plan.
- dd EXHIBIT XVI.A - 1997 Approved Annual Budget.
- dd EXHIBIT XVII.A - 1997 Statement of Recycled Paper Compliance

II. DURATION OF CONTRACT

This Contract shall commence on the first (1st) day of January, 1996 and terminate the thirty-first (31st) day of December, 1997 unless extended or terminated earlier pursuant to the terms and conditions of this Contract. The amount of payment to the Agency for the period for January 1, through December 31, 1997, will be determined based on the 1997 budgets passed by the Metropolitan King County Council and Seattle City Council. The parties acknowledge that because of the County's anticipated severe financial circumstance in 1996, the County will pay the Agency at a different rate for King County misdemeanor cases than in 1995. This may be below the actual cost to the agency for providing representation to indigent defendants in King County misdemeanor cases. The parties agree that the reduced rate is intended to apply only to King County misdemeanor cases. The Office of Public Defense will make every effort to return to the actual cost methodology in 1997.

III. COMPENSATION AND METHOD OF PAYMENT

- A. In 1997, the County shall reimburse the Agency for the services as specified in Section I in the amount not to exceed \$5,359,766 except as provided in Exhibit I. Should the Metropolitan King County Council authorize additional COLA, the amount of the contract will increase by \$16,362.

Of the above amount, \$5,359,766 is currently available. Any obligation by the County to provide any amount beyond what is available is specifically conditioned on passage by the Seattle City Council of a supplemental appropriation. In the event that no additional funds are available, the caseloads and payments as currently described shall be renegotiated to reflect total funds available.

- B. OPD shall provide the Agency with a certification of case assignments ten (10) working days after the close of each calendar month. The Agency shall return the signed certification within ten (10) working days of receipt. The County will pay the Agency by the eighth (8) working day of the following month.

EXHIBIT I

Scope of Services SOCIETY OF COUNSEL REPRESENTING ACCUSED PERSONS

A. Services Required

The services required in the 1997 portion of this Contract are defined for all program areas except King County misdemeanors as follows: Public defense attorney services for the completion of 1997 cases assigned plus or minus the annual variance percentage for each program area. In no event will case assignments exceed the quarterly variance in any given quarter. Quarterly estimates are provided for planning purposes only.

This Contract is intended to provide compensation to the Agency for the services of a particular number of attorney and staff members. It is understood that the number of attorneys required is dependent upon several different factors. Two of the most significant factors are, (1) the number of cases an individual attorney may be expected to manage per year, and (2) the courts' various calendar requirements and workday requirements.

The payment section of this contract is based upon the number of cases an attorney may be expected to manage as stated in Section XI.A. and upon the courts' calendars and work schedules as they existed at the time the 1993 King County Budget was adopted (excluding any "experimental" calendars). The Agency's requirement for the delivery of services is, to that extent, defined by those factors.

Any requests by the courts for additional attorney FTE's due to changes in calendars or work schedules will be negotiated separately by the agency and OPD and such additional services shall only be required when funding has been approved by the County, and payment arranged by contract modification. Further limitations as to particular programs are stated below.

The services required by the 1997 portion of this Contract for King County District Courts is the availability of an FTE attorney to handle each 450 cases assigned to the Agency within the following limits:

- a) December, 1993, State criminal calendars are assumed to define the time commitments of the Agency's attorneys, except for the District Court Presiding calendar.
- b) Significant changes in court calendars, primarily the need to staff additional courtrooms at the same time as those on the December, 1993 schedule, shall not be considered the Agency's responsibility within the terms of this Contract unless the addition of said calendars can be accommodated by Agency attorneys assigned to the court within the equivalent of four (4) workdays of in-court service for clients and one (1) workday of "out-of-court" or "in office" service for clients each week.

The services required by the 1997 portion of this Contract for Seattle Municipal Court are based on the availability of an FTE attorney to handle each 380 cases, provided that the Agency shall not be required to be responsible for more than two night in-custody calendars and four out-of-custody night calendars per week, except as provided in Exhibits I.5 through I.7.

B. Quarterly Variance Percentages

OPD shall make reasonable efforts to limit the Agency to the following percentages of total case assignments for all agencies for each quarter of the year. The total 1997 estimated cases are shown below. Quarterly caseload estimates are provided for planning purposes. Felony fraud and aggravated homicide cases are included as felonies.

Should the projected percent of total caseload distribution in the Felony or Seattle Municipal Court case categories be greater than ten percent (10%) of the Agency's contracted distribution percentage, the Agency shall not have to take more than one month plus the one-third quarterly variance number of cases each month. It is understood that the Agency need not accept more than the annual contracted caseload plus the yearly variance percentage. OPD shall provide to the Agency quarterly estimates of caseload at least one (1) month prior to the beginning of each calendar quarter and shall make available, upon request, the data and rationale which forms the basis of such estimate(s).

Case Category	1997 Total Agency Caseload	Agency's Annual % of Total OPD Caseload	Quarterly Variance Percent	Yearly Variance Percent	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	TOTAL
Felony*	1,948	21.6%	7.5%	2.5%	500	457	496	495	1,948
KC Misd	2,089	19.9%	10.0%	5.0%	556	522	532	479	2,089
Juv Off	3,087	33.0%	10.0%	5.0%	738	774	770	805	3,087
Dep.	2,136	60.0%	10.0%	5.0%	556	514	492	574	2,136
COC	1,594	100.0%	10.0%	5.0%	358	338	540	358	1,594

*Felony caseload includes complex litigation credits

The parties agree that if the King County Executive has not signed and forwarded to the Metropolitan King County Council an amendment to the existing contract agreement between the parties by March 15, 1997, specifying the payment to be made to the Agency for 1997, the Agency has no obligation to accept any new cases from the County above the monthly and quarterly caseload ceilings in the attached documents for 1996 or 1997, whichever is lower.

The parties anticipate that they will enter negotiation to deliver indigent defense services for the 1998-2000 period. In the event the parties do reach agreement to provide services in 1998, and the Agency accepts case assignments for the County in 1998, and in the event that the County Executive does not sign and forward a new agreement to the Metropolitan King County Council by March 15, 1998, the Agency has no obligation to accept any new additional cases from the County after March 15, 1998, above the 1997 contracted levels.

C. King County Misdemeanor Program

OPD shall assign the Agency cases in the following district courts: Bellevue, Issaquah, Northeast, Seattle, and conflict cases in Aukeen, Federal Way, Renton and Southwest.

The payment is based on an assumption of 4.64 FTE attorneys for case assignment.

D. Requests for Supplemental Funding or Contract Modifications

If services in addition to this Contract are required due to unexpected increases in annual caseload(s), OPD shall seek supplemental funding:

- 1) First, within the Agency's own budget.
- 2) Second, within other areas of caseload funding in OPD budget.
- 3) Third, as appropriate, (1) within the Crisis and Commitment Services budget and from the State of Washington for Involuntary Commitment Act cases; or (2) from the Seattle Office of Management and Budget and the City Council for the Seattle Municipal Court.
- 4) Fourth, from unappropriated current expense fund revenues from the County Executive and the County Council.

Any request for supplemental funding shall be based on an estimate of actual costs required to handle a proposed revised caseload for the remaining time within the Contract year. It shall include a review of the full Agency budget, not just the program area(s) where there are caseload excesses.

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.

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). 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.

When year-end projected caseload is less than the estimate by more than the yearly variance percentage, OPD shall request a modification proposal from the Agency. Such a modification proposal shall be based on an estimate of cost reductions made possible by the reduced caseload for the remaining time within the contract year. It shall include a review of the full Agency budget, not just the program area(s) where there are caseload excesses.

be sought by OPD through contract modification, if warranted. Funds obtained in this manner shall be used by OPD in meeting caseload needs throughout the Contract period or shall be returned to the appropriate funding authority, if required.

Juvenile Homicide: Provided that no Agency shall be required to accept and/or have open homicide cases under the jurisdiction of the Juvenile Court in excess of one-half the total number of FTE contracted for that division, at any given time. No limit is placed on the total number of homicides an Agency may be required to handle in the contracted year. A case is no longer open after completion of the trial, unless the Agency can present facts that suggest that the pending disposition is unusual.

E. Complex Litigation

The Agency shall be responsible for representing defendants in complex litigation cases. Complex litigation cases are all capital homicide cases, all aggravated homicide cases, and those felony fraud cases filed by the Fraud Unit of the King County Prosecuting Attorney's Office where the estimated attorney hours necessary exceeds one hundred seventy (170) hours. Aggravated homicide cases are considered capital cases until such time as decision is made by the Prosecuting Attorney not to file a notice of intention to seek death.

Complex litigation cases are "pending" until completion of the guilty phase and penalty phase of the trial, or entry of a guilty plea. Upon entry of a verdict or guilty plea, such cases are complete for the purposes of accepting additional complex litigation cases. Payment for post-conviction, pre-judgment representation shall be negotiated.

Typically, complex litigation cases occupy the full time of either one (1) or two (2) attorneys prior to completion, as follows:

- | | |
|----------------------|--|
| Capital Cases: | 2 FTE attorneys; 25 complex litigation case credits per month. |
| Aggravated Homicide: | 1 FTE attorney; 12.5 complex litigation case credits per month. |
| Felony Fraud: | 1 FTE attorney; 12.5 complex litigation case credits per month. |
| Frye Hearing Cases: | 1 FTE attorney; 12.5 complex litigation case credits per month. If defense prevails at the hearing and the trial begins more than two weeks after the hearing, the Agency shall cease to receive 12.5 credits per month immediately after the hearing. 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. |

If the Agency has prior to, during, or after 1997 been assigned two (2) Frye hearing cases involving substantially the same issue, the Agency is presumed to have sufficient attorney personnel with necessary expertise to handle such cases without requiring an attorney's full time commitment. Such cases shall be assigned as one (1) felony credit and extra credits as specified in Exhibit III Case Credit Application Schedule, Case Credits, Felony

If the Agency establishes for a compelling reason that it cannot reasonably accept such a case as a single felony credit, and OPD nevertheless desires to make such assignment to the Agency, it shall be made in the manner established in Exhibit III Other Circumstances, New Statutory Mandates.

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.

The Agency shall accept all complex litigation cases as assigned by OPD subject to the following:

OPD shall not assign further complex litigation cases while the Agency has a pending assigned complex litigation case.

In the event the designated attorney is not occupied with a complex litigation case, OPD may assign other felony cases up to 12.5 per month.

Once a complex litigation case has proceeded for two (2) months, OPD may request a review of the case, including, but not limited to credits, agency attorney and staff hours and related expenditures, and expected duration. Such review may result in redetermination of the case credits in the future.

Should a second attorney be required for a capital case pursuant to the case definitions cited above, OPD will credit the Agency with the equivalent of 12.5 case credits per month if the Agency's current case assignments are less than 97.5% of the contracted case assignments. If current case assignments are greater than 97.5% of the contracted case assignments, OPD will reimburse the Agency at the rate of \$8,620 per month.

F. Sexual Predator Cases

The Agency shall be paid by OPD from funds provided by the State of Washington for cases filed under RCW 71.09 and assigned to the Agency by the County at a comparable rate consistent with WAC 275 for 1997. Agency costs shall be based on submission of regular monthly expenditure reports as required by this Contract and submission of a billing to OPD containing a statement of the names and the number of hours spent by each attorney working on the case during the month. OPD shall submit to the State of Washington a billing including the information provided by the Agency within ten (10) days of receipt of the Agency billing. OPD shall remit funds received from the State of Washington to the Agency within ten (10) days of receipt. Payment to the Agency shall be made subject to such other conditions as may be stated in any interagency agreement between the County and the State of Washington Department of Social and Health Services from the effective date of such agreement, and shall be incorporated into this Contract by Written amendment as necessary. Payment is dependent

EXHIBIT II

Payment Schedule
SOCIETY OF COUNSEL REPRESENTING ACCUSED PERSONS

This Payment Schedule shall pertain to all cases assigned to the Agency from January 1, 1997 to December 31, 1997. In 1997, 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: SRA Out-of-Custody Modification Calendar; Individual Felony Case Pursuant to Exh. I(E)	Jan	\$132,501	
	Feb-Mar	\$144,864	
	Apr-Dec	\$147,618	\$1,750,791
King County Misdemeanor, including the following services: Eastside 24-Hour Phone Line	Jan	\$41,703	
	Feb-Mar	\$40,499	
	Apr-Dec	\$45,367	\$531,004
Juvenile, including the following services: Juvenile First Appearance Calendar	Jan	\$87,607	
	Feb-Mar	\$84,221	
	Apr-Dec	\$93,293	\$1,095,686
Contempt of Court, including the following services: Contempt of Court Calendar	Jan	\$53,665	
	Feb-Mar	\$40,153	
	Apr-Dec	\$48,722	\$572,469
Dependency, including Dependency Calendar	Jan	\$ 94,001	
	Feb-Mar	\$114,780	
	Apr-Dec	\$120,695	\$1,409,816
<u>TOTAL</u>	Jan	<u>\$409,477</u>	
	Feb-Mar	<u>\$424,517</u>	
	Apr-Dec	<u>\$455,695</u>	<u>\$5,359,766</u>

EXHIBIT III

Case Credit Application Schedule

Case Credits

For purposes of payment under this Contract, the following application of case credits shall apply:

Felony

One completed case	1 case credit
A case that exceeds 100 attorney hours	1/2 case credit for each 25 hour increment over 100 hours.
Multiple count cases	1/4 case credit for each count beyond four; does not apply to felony fraud cases.
Atty/Day or substantial advice	1/10 case credit
Atty/Day or substantial advice in the King County Detention Facility	2/10 case credit
Probation or other reviews	1/3 case credit
Assignment for sentencing only	Felony cases assigned for purposes of sentencing or resentencing only shall be assigned at 30% of a felony case credit.
Assignment for Motion to Withdraw Guilty Plea or a Motion for New Trial based on a claim of ineffective assistance of counsel	1 case credit

Homicide 2 case credits

Misdemeanor

One completed case	1 case credit
Review, resentencing or other hearing	1 case credit
One Seattle Municipal Court probation hearing	0.6 case credit
Misdemeanor Appeal	4 case credits
Misdemeanor Writ	3 case credits

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Juvenile Offender

One completed case	1 case credit
Decline hearing	1 case credit
A case that exceeds 40 attorney hours	1/2 case credit for each 15 hour increment over 40 hours
Reviews or Hearings	1/3 case credit
Attorney of the Day or substantial advice	1/10 case credit

Truancy

One initial and two review hearings	1.4 dependency case credits
Review or other hearing	0.33 dependency case credit

Child in Need of Services (including At-Risk Youth)

One completed case	1 juvenile offender case credit
Review or other hearing	1/3 juvenile offender case credit

Juvenile Dependency

A dependency case, per Exhibit V.2.i	1 case credit
Dependency review per Exhibit V.2.j	2/5 case credit
Dependency trial per Exhibit V.2.k(1)	1/2 case credit
Termination trial per Exhibit V.2.k(2)	1 case credit
Attorney of the Day or substantial advice	1/10 case credit

Civil Contempt

From initial assignment up to and including three contempt hearings	1 case credit
---	---------------

Other Circumstances

Partial credits

Partial credits shall be assigned according to the terms of this Exhibit or as further determined by the Agency and the Office of Public Defense.

New statutory mandates

Case types not contemplated by this Contract arising from legislation with effective dates after November 1, 1993, shall be assigned by the OPD administrator and accepted by the Agency subject to agreement on the credit to be given within available resources.

Aggravated Murder First Degree/Capital Punishment cases

Aggravated murder and capital punishment cases not included in the complex litigation provisions of Exhibit I.E of this Contract shall be given extra credits based upon negotiations between the OPD Administrator and the Agency. These credits shall be in addition to any credits provided for under the terms of this Contract. Payments for these credits is subject to the availability of funds or supplemental appropriation of funds by the King County Council or by order of the Court.

Felony Fraud cases

Felony Fraud cases filed by the Fraud Unit of the King County Prosecutor's Office not included in the complex litigation provisions of Exhibit I.E of this Contract shall be given extra credits based upon negotiation between the OPD Administrator and the Agency, if the nature of the case requires such extra credits. Factors entering into the awarding of extra credits include, but are not limited to, amount and complexity of evidence, number of defendants and the anticipated or actual time of trial. These credits shall be in addition to any credits provided for under the terms of this Contract. Payments for these credits is subject to the availability of funds or supplemental appropriation of funds by the King County Council or by order of the Court.

Credit for cases where the Agency withdraws due to a conflict of interest

When the Agency has reviewed discovery within the time frames set forth in Section X.A.6, withdrawn for reason of conflict and requested credit for time expended, OPD shall review the Agency's request for credit and may grant appropriate credit within available resources. Should such credit be denied, OPD shall inform the Agency of the basis for denial, if the request is submitted in a format approved by OPD and the Agency.

Special Services

Applies to Contract Agency if that service is delineated in Exhibit II, Payment Schedule, or specified.

King County
24-Hour Phone

The Agency will provide legal advice 24 hours a day to any accused person charged in an assigned District Court who calls requesting assistance and who needs emergency assistance.

Juvenile AOD

The Agency shall provide Juvenile Special Services which include making "morning rounds" in juvenile detention; lineups, detention reviews and arraignments; diversion counseling per RCW 13.040.080; and representing youth offenders as counsel until an attorney is formally appointed. The Agency will provide legal advice 24 hours a day to any juvenile suspect who calls requesting assistance and who needs emergency assistance.

Juvenile First
Appearance Calendar

Each Agency representing juveniles shall provide representation on the Juvenile First Appearance Calendar. Representation of youth on this daily Juvenile Court Calendar shall include prior clients and/or unrepresented youth. Time spent on this calendar shall include preparatory work done concerning youth listed on the calendar who do not appear because of expedited filing by the Prosecuting Attorney, release from detention prior to hearing, or other reasons for non-appearance. Defendants shall be assigned to agencies according to the following schedule:

- TDA - Unrepresented juvenile; agency clients, or an estimated 33% of the calendar.
- SCR - First conflict juvenile; agency clients, or an estimated 33% of the calendar.
- ACA - Second conflict juvenile; agency clients, or an estimated 22% of the calendar.
- NDA - Third conflict juvenile; agency clients, or an estimated 12% of the calendar.

Dependency Calendar

The Dependency Calendar services to be provided shall include the presence of an attorney at initial 72 hours shelter care calendars and such additional legal work as may be required prior to the screening and assignment of the client by OPD. Coverage of this calendar will be done for 40% by TDA and 60% by SCRAP of the year with the actual timing to be coordinated with the OPD Administrator.

City of Seattle
24-Hour Phone

The Agency will provide legal advice 24 hours a day to any accused person in the Seattle Municipal Court who calls requesting assistance and who needs emergency assistance.

City of Seattle
In-Custody Arraignments

The Agency will provide legal representation during regularly scheduled in-custody arraignment calendars for the purposes of representing all otherwise unrepresented persons on said calendars. The Agency shall provide at least one attorney and one staff person or two attorneys for the purpose of assisting in the preparation of such calendars. Agency responsibilities shall not include photocopying discovery materials for the court.

The limitations of in-custody arraignment coverage shall be:

Saturday and Sunday in-custody coverage is based on twenty (20) attorney hours per day. Coverage shall not exceed twenty-three (23) hours without prior agreement of the Agency. Said 20 hours do not provide for staffing of more than one courtroom during the scheduled times without prior agreement of the Agency and OPD. Such agreement shall be a jointly signed letter by the Presiding Judge at the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

Monday through Friday daytime in-custody coverage is based on one hundred (100) attorney hours per week. Coverage shall not exceed one-hundred-sixteen (116) hours without prior agreement of the Agency. Said 100 hours do not provide for staffing of more than one courtroom during the scheduled times without prior agreement of the Agency and OPD. Prior agreement and reasonable notice shall also be required if the Seattle Municipal Court proposes to shift calendars scheduled between 8:00 a.m. and 5:00 p.m. to evening hours. Such agreement shall be a jointly signed letter by the Presiding Judge of the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

Evening in-custody coverage shall require a single attorney if arraignments are to be taken throughout the calendar, and shall not exceed thirty (30) hours per week. The hours credited to arraignment coverage for this representation shall be the total hours of the evening calendar and not the elapsed time of the arraignment representation.¹

Said 30 hours do not provide for staffing of more than one (1) courtroom during the scheduled time without prior agreement of the Agency and OPD. Such agreement shall be a jointly signed letter by the Presiding Judge of the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

City of Seattle
Out-of-Custody
Arraignments

The Agency will provide legal representation of all otherwise unrepresented persons during regularly scheduled out-of-custody intake/arraignment calendars. The Agency shall provide at least one attorney and one staff person or two attorneys for the purpose of assisting in the preparation of such calendars.

The limitations on out-of-custody arraignment coverage are:

Evening intake and Friday morning coverage shall not exceed thirty-three (33) attorney hours per week without prior agreement of the Agency. Said hours do not provide for staffing of more than one courtroom during the scheduled times without prior agreement of the Agency and OPD. Prior agreement shall be a jointly signed letter by the Presiding Judge of the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

If intake/arraignment calendars are changed to days, the Agency's obligation to provide representation is still based on 33 attorney hours per week.

City of Seattle
Excess Calendars

Should in or out-of-custody arraignment calendars exceed the hours stated above without prior agreement as detailed above, the Agency shall be reimbursed for the actual excess hours of service provided at a rate of \$25.00 per hour per attorney used. Any coverage provided when two in or out-of-custody calendars are scheduled for the same time shall also be compensated at the rate of \$25.00 per hour per attorney used.

The parties recognize that funding under this Contract may not be sufficient to provide representation for any night court calendars beyond those that existed in December, 1991. Therefore, after February 28, 1992, the Agency shall have no obligation to accept cases scheduled on such calendars.

Felony Arraignment

The Agency will provide at least one attorney to advise and represent for purposes of preliminary appearance or arraignment only, all otherwise unrepresented persons appearing on either of said calendars. The Agency will provide legal advice 24 hours a day to any felony suspect who calls requesting assistance and who needs emergency assistance.

Felony Sentence
Modification Calendar

The Agency shall provide an attorney and a paralegal for legal representation of up to an average of 40 matters per week on a quarterly basis on the Superior Court Community Service (Probation) Modification Calendar.

Change of Venue
Calendar

The Agency shall provide legal representation for clients appearing on the Seattle District Court "Change of Venue Calendar" as regularly scheduled during any continuous four (4) hour period each weekday. In the event that a defendant's case does not reach disposition on this calendar, but is continued for further hearing(s) or trial, the defendant shall be assigned an attorney from the appropriate Agency as a normal "case" assignment.

Information System
Modifications

The Agency shall be reimbursed based on submission of invoices from vendors or consultants, for the costs of modifications to software programs required by the information system changes being undertaken by OPD. The scope of modifications and an estimate of costs shall be agreed to by OPD and the Agency, prior to the Agency making said changes. OPD agrees to provide the Agency hardware, network software, application software, and connectivity products as specified in its information system proposal; therefore, no reimbursement will be made for hardware, network software, application software, or connectivity products.

Sexual Predator
Civil Commitment

The Agency shall provide legal representation for indigent clients assigned by OPD where civil commitment petitions have been filed by the King County Prosecuting Attorney under RCW 71.09.

Superior Court: Regional Justice Center Specific

SRA

The Agency shall provide an attorney and a paralegal for legal representation at the SRA in-custody calendar.

Investigation Calendar

The Agency shall provide an attorney to advise and represent for the Investigation Calendar.

The Agency will provide 24 hour in-person legal advice to homicide suspects who require assistance.

Dependency Calendar

The Dependency Calendar Service to be provided shall include the presence on an attorney at initial 72 hours shelter care calendars and such additional legal work as may be required prior to the screening and assignment of the client by OPD. Coverage of this calendar will be done for 40% by TDA and 60% by SCRAP of the year with the actual timing to be coordinated with the OPD Administrator.

District Court

Probation/Revocation Calendar
In-Custody

The Agency will provide coverage every other week beginning with the second week in January

First Appearance Calendar

The Agency will provide coverage Tuesday, Thursday and Saturday of each week.

Juvenile Court

Juvenile Calendar

The Agency will provide an attorney for the purpose of representation at the South King County Juvenile Calendar on Thursday and Friday beginning July 1, 1997.



King County
Department of Executive Administration
Office of Civil Rights & Compliance
E224 King County Courthouse
516 Third Avenue
Seattle, Washington 98104

Personnel Inventory Report

Revised 3/88

EXHIBIT VIII

Legal Name of Business Society of Counsel Representing Telephone No. (206) 322-8400

Also Doing Business as (DBA) Accused Persons same

Address 1401 E. Jefferson, Suite 200 City Seattle State WA Zip 98122

DO ANY OF YOUR EMPLOYEES BELONG TO A UNION AND/OR DO YOU USE AN EMPLOYEE REFERRAL AGENCY?
YES NO . If yes, list the unions and/or employee referral agencies with whom you have agreements:

If you expect to do more than \$10,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

DO YOU HAVE ANY EMPLOYEES? YES NO . If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1, 2, 3) report covers: 1

Employment Data	Whites		Blacks		Asians		Native Americans		Hispanics		Disabled		Minority Sub-Total		Disabled Sub-Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Job Categories																
Managerial	6	6		1										1		
Professional	25	30	3		1	2			2	4			6	6		
Technical																
Clerical	2	2	2	4	1	2			3	5			6	11		
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
*Skilled Craft																
Sub-Total	33	38	5	5	2	4			5	9			12	18		

Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of Employees Reported Above: 96 (If no employees, write ("0").)

This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (MONTH/DAY/YEAR): 4-30-97

IRS Employer Identification Number: 91-098451

Submitted By: David Compton Title: Executive Director Date: 5-7-97
name (print or type)

Do not write below this line

AA	AFF DATE	CT	CC	VENDOR	CERTIFIED STAMP	CS	SM	SF	SH	PST	TCC	FPST
----	----------	----	----	--------	-----------------	----	----	----	----	-----	-----	------



King County
 Department of Executive Administration

Office of Civil Rights & Compliance
 E224 King County Courthouse
 516 Third Avenue
 Seattle, Washington 98104

Personnel Inventory Report

Revised 3/88

102517

Supplemental Form

Legal Name of Business _____ Telephone No. _____

Employment Data Job Categories	Whites		Blacks		Asians		Native Americans		Hispanics		Disabled		Minority Sub-Total		Disabled Sub-Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F

ATTACH SUPPLEMENTAL FORMS AS NECESSARY TO REPORT THE TOTAL WORK FORCE.

Submitted By _____
 Name Title

Contact the King County Purchasing Agency at (206) 296-4210 or the King County Contract Compliance Office at (206) 296-7652 if you have any questions concerning completion of this form.

EXHIBIT IX

**Affidavit and Certificate of Compliance
With King County Code Chapter 12.16, Discrimination and Affirmative Action in
Employment by Contractors, Subcontractors and Vendors**

Company Name: Society of Counsel Representing
Accused Persons

BID NO. _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

The undersigned, being first duly sworn, on oath states on behalf of the Contractor as follows:

Definitions: "Contractor" shall mean any contractor, vendor of consultant who supplies goods and/or services. "Contract" shall mean any contract, purchase order or agreement with King County Government, hereinafter called the County.

A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basis nondiscrimination provisions of the general contract specifications as applied to service consultant, vendor or construction contracts exceeding \$10,000. Contractor herein agrees that this affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications, King County Code Chapter 12.16 and this affidavit. PROVIDED FURTHER, that in lieu of the affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of this chapter.

B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.

C. This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken.

AFFIRMATIVE ACTION REPRESENTATIVE

NAME: David Compton

D. Contractor will cooperate fully with the Compliance Unit and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this sworn statement and in King County Code Chapter 12.16.

E. Reports. The Contractor agrees to complete and submit with this affidavit such additional reports and records that may be necessary to determine compliance with the affidavit and to confer with the County Compliance Officer at such times as the County shall deem necessary. The information required by this chapter includes but is not limited to the following reports and records.

1. Personnel Inventory Report: This report shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.

2. Monthly Utilization Report: This report shall apply to construction contractors and subcontractors and shall provide the number of hours of employment for minority, women and handicapped employees by craft and category.

3. Statement from Union or Worker Referral Agency. This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of any sensory, mental or physical handicap.

4. Certified Weekly Payroll: This report is required from every construction contractor, subcontractor, and any lower tier subcontractor for each work week from the time work starts on the project until completion.

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

F. Subcontractors: For projects and contracts over one hundred thousand dollars (\$100,000) the prime contractor shall be required to submit to the County, along with its qualifying documents under this chapter, employment profiles, Affidavits of Compliance, Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.

G. Employment Goals for Minorities and Women: Employment goals shall be established for two industry categories, i.e., construction contractors and vendor/service contractors, using a multi-factor availability analysis.

1. Construction contractor and subcontractor performance: Goal attainment is based on the total hours of employment as determined by the monthly utilization reports.

2. Consultant and vendor/service contractor performance: Goal attainment is based on the total number of employees as determined by Personnel Inventory Reports.

H. Employment Goals for Handicapped Persons: Employment goals for handicapped persons shall be established using the methodology deemed most relevant and the statistical data deemed the most current and representative of the availability of handicapped persons by the Office of Civil Rights and Compliance and shall, to the extent possible, be consistent with the methodology used to establish employment goals for the handicapped for the County's internal workforce.

I. Alternative Goal Option: Contractors may establish goals independently if they believe the King County goals are not applicable to their specific situation. Contractors who secure King County's assent in pursuing this option must use a multi-factor analysis with methodology and data sources approved by the County.

J. Underrepresentation of Minorities, Women and Handicapped Persons: Underrepresentation of minorities, women and handicapped persons will not be deemed a per se violation of King County Code Chapter 12.16 where a contractor's employment statistics demonstrate that minorities, women and handicapped persons are underrepresented in its workforce in relationship to the county employment goals. The burden will be on the contractor to show that the minimum affirmative action requirements set forth below have been met and that a reasonable "good faith" affirmative action plan in compliance with this chapter has been pursued.

K. Minimum Affirmative Action Measures: Contractor agrees that failure to implement and/or maintain reasonable "good faith" efforts, to achieve the county employment goals will constitute a breach of

this agreement. The evaluation of a contractor's compliance with this chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action program. The contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:

1. Policy Dissemination: Internal and external dissemination of the contractor's equal employment opportunity policy, posting of nondiscrimination policies and of the requirements of this chapter on bulletin boards clearly visible to all employees, notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's commitments under this chapter, inclusion of the equal opportunity policy in advertising in the news media and elsewhere.

2. Recruiting: Adoption of recruitment procedures designed to increase the representation of women, minorities and handicapped persons in the pool of applicants for employment, including, but not limited to establishing and maintaining a current list of minority, women and handicapped recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, female and/or handicapped readership.

3. Self-Assessment and Test Validation: Review of all employment policies and procedures, including review of tests, hiring and training practices, job classifications and job assignments, to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and handicapped persons; validation of all tests and other selection requirements where there is an obligation to do so under state or federal law.

4. Record Referrals: Maintain a current file of application of each minority, woman and handicapped applicant or referral for employment indicating what action was taken with respect to each such individual and the reasons therefore. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.

5. Notice to Unions: Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the King County Executive if labor unions fail to comply with the nondiscrimination or affirmative provisions.

6. Supervisor: Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under this chapter. Such direction shall include, but

not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.

7. Training: Develop on-the-job training opportunities which expressly include minorities, women and handicapped persons.

Where a contractor's employment statistics demonstrate that minorities, women and handicapped persons are underrepresented, failure to follow any of the requirements of Paragraph K (1-7) shall be prima facie evidence of noncompliance with this agreement.

L. Contractor agrees in all its employment policies and practices to refrain from discrimination against any person on the basis of race, color, creed, religion, nationality, sex, age, marital status, sexual orientation, or the presence of any mental, physical or sensory handicap, including but not limited to hiring, firing, lay-off, promotion or demotion, job assignment, wages, and other terms and conditions of state and local rules, laws or ordinances and regulations regarding any such discrimination.

M. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this contract, and to records, files, information and employees in connection therewith, to the Compliance Unit or agent for purposes of reviewing compliance with the provisions of this affidavit and agrees to cooperate in any compliance review.

N. Should the Compliance Unit find, upon complaint, investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this affidavit, it shall notify the County and contractor in writing of the finding fully describing the basis of noncompliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the contractor and the County that the noncompliance has been resolved.

O. The contractor agrees that any violation of the specific provisions of this chapter and of any term of the affidavit of compliance required herein, including reporting requirement, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the contract between the County and the contractor. Such breach shall be grounds for implementation of any sanctions provided for in this chapter, including but not limited to, cancellation, termination or suspension, in whole or in part, of the contractor by the county; liquidated damages; or disqualification of the contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

P. Contractor recognizes that it is bound by all provisions of King County Code Chapter 12.16 and acknowledges receipt of a copy thereof.

DESIGNATED CONTRACTOR Society of Counsel Representing Accused Persons

ADDRESS 1401 E. Jefferson, Suite 200 Company Name Seattle, WA 98122 City State Zip

AUTHORIZED SIGNER *David Compton* Signature Executive Director Title

NAME David Compton Type or Print PHONE (206) 322-8400

SUBSCRIBED AND SWORN TO before me
this 7th day of May, 1997
Castle Kelsey
Notary Public in and for the State of

APPROVED BY *Kathy Silman*
5/13/97 Date 296-7582 Telephone Number
King County Compliance Unit Officer

Washington
residing at Seattle

10251

EXHIBIT XII

WAIVER STATEMENT FOR AGENCIES THAT HAVE SUBMITTED SELF-EVALUATION

The undersigned, being first duly sworn, on oath states as follows:

- A. That I am the authorized officer of Society of Counsel Representing Accused Persons agency and am signing this statement on behalf of the agency.
- B. This agency has previously filed a self-evaluation report with the County, and is still at the same location, therefore the agency is exempt from filing a report for the present contract year.
- C. The agency recognizes that a self-evaluation plan is required for the structural and/or programmatic changes necessary to provide programs and services to the handicapped at its present location.
- D. The agency agrees to continue its efforts to comply with the self-evaluation report and with Section 503 and 504 of the Rehabilitation Act of 1973, as amended.

This statement shall be valid for a period of one year.

David Compton, Executive Director
Authorized Agency Representative

(206) 322-8400
Phone Number

David Compton
By: Name David Compton

Society of Counsel Representing
Agency Name Accused Persons

1401 E. Jefferson, Suite 200
Seattle, WA 98122
Address

Executive Director
Title

SUBSCRIBED AND SWORN TO before me this 7th day of May
1997

Castle Kelbey
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
Castle Kelbey 10-14-00

With Section 504 of the Rehabilitation Act of 1973, as amended, a federal law prohibiting discrimination against qualified persons with disabilities.

Definitions: "**Contractor**" shall mean any contractor with King County, except for those contractors supplying tangible goods and supplies. "**Contract**" shall mean any contract, purchase order, or agreement, except those for tangible goods and supplies, with King County Government, hereinafter called the County. "**Reasonable accommodation**" shall mean all efforts made to modify, change, or eliminate existing barriers denying persons with disabilities equal opportunity to benefit from the Contractor's program, services or activities, except where to do so would cause an undue administrative or financial burden. "**undue administrative and financial burden**" is determined on a case by case basis using the following criteria: (1) size of the Contractor's program with respect to number of employees, number and type of facilities, and size of budget, (2) the type of operation including the composition and structure of the work force; and (3) the nature and cost of the accommodation needed. Section 504 of the Rehabilitation Act of 1973, as amended (hereinafter Section 504), defines "**disability**" as anyone who has, has a history of, or is perceived as having a sensory, physical, or mental impairment that substantially limits one or more major life activity. This can include, but is not limited to: mobility, visual, hearing, or speech impairment; mental illness, epilepsy, learning disability, brain injury, HIV/AIDS; arthritis, cerebral palsy, developmental disability, multiple sclerosis, and alcohol and drug addiction.

A. The undersigned Contractor understands that discrimination in public accommodation and employment based solely on disability is prohibited by federal, state and local laws. In addition, the Contractor recognizes that Section 504 of the Rehabilitation Act of 1973, as amended, requires recipients of federal funds, be it direct or through subcontracting with a government entity receiving federal funds, to make their programs, services and activities, when viewed in their entirety, accessible to qualified and/or eligible persons with disabilities. The undersigned Contractor agrees that it and all subcontractors must comply with Section 504's requirements.

B. The undersigned Contractor has completed the *Self Evaluation and Corrective Action Plan for King County Contractors* to determine if it is discriminating against persons with disabilities in the area of program services, facility access, employment policies and procedures, outreach efforts, or the provision of reasonable accommodation to qualified/eligible persons with disabilities. Reasonable accommodation is required in both program services and employment, except where to do so would cause an undue administrative or financial burden.

C. The undersigned Contractor has developed a corrective action plan for all areas that are not in compliance with Section 504 and has attached it as Exhibit A.

D. The undersigned Contractor understands that in order to have an accommodation for program services declared an undue administrative or financial burden, an *Accessibility Waiver Request* must be submitted to King County's Office of Civil Rights and Compliance for OCRC's approval or disapproval.

E. The undersigned Contractor agrees to cooperate in any compliance review and to provide reasonable access to the premises of all places of business and employment, and to records, files,

information and employees therein to King County's Office of Civil Rights and Compliance for reviewing compliance with Section 504 requirements.

F. The undersigned Contractor agrees that any violation of the specific provisions and terms of the Assurance of Compliance required herein and with Section 504, shall be deemed a breach of a material provision of the contract between the County and the Contractor. Such breach shall be grounds for cancellation, termination or suspension, in whole or in part, of the contract by the County or disqualification of the contractor in future contracts.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Contractor: Society of Counsel Representing Accused Persons
Company/Organization Name

Type of Service Provided: Human Services Consultant Construction Purchased Services
 Architectural/Engineering Concessions Other (explain) indigent legal defense services

Address: 1401 E. Jefferson, Suite 200 Seattle, WA 98122
Street City State Zip

Contact Person: David Compton, Executive Director Phone: (206) 322-8400

AUTHORIZED SIGNATURE *David Compton*

Name: David Compton Phone: (206) 322-8400

Title: Executive Director

SUBSCRIBED AND SWORN TO before me this 7 day of May, 1997

Castle Kelsey
Notary Public in and for the State of Washington
Seattle, residing at Seattle
Castle Kelsey 10-14-00

APPROVED BY:
Kathy Silman
504 Compliance Officer

5/13/97 296-7582
Date Telephone Number

CORRECTIVE ACTION PLAN TO MEET 504 ACCESSIBILITY REQUIREMENTS

- _____ The contractor is in compliance with accessibility requirement of Section 504 of the Rehabilitation Act of 1973 and does not need to take any correction action at this time.
- _____ The Contractor is out of compliance with accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and intends to take the following corrective action. (Please list all area(s) of noncompliance identified in the *Self Evaluation and Corrective Action Plan for King County Contractors*. Indicate the corrective action to be taken, and the date it will be completed. Use additional sheets as necessary.)
- _____ The Contractor has requested an Accessibility Waiver Request. (If you have been granted or have submitted an Accessibility Waiver Request, please attach.)

Prepared By: David Compton

Title: Executive Director

Date: May 7, 1997

Name of Contractor: Society of Counsel Representing Accused Persons

Address: 1401 E. Jefferson, Suite 200
Seattle, WA 98122

Phone: (206) 322-8400

EXHIBIT XV

Salary Plan

1997 Kenny salary table
(includes 2.25% cola '94, 2.70% cola '95 and '95 salary parity, cola 2.25% '96, cola 2.25% '97)

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Defense Attorney 1	\$ 36,906	\$ 38,161					
Defense Attorney 2	\$ 40,670	\$ 43,075					
Defense Attorney 3	\$ 45,430	\$ 48,511					
Defense Attorney 4	\$ 51,343	\$ 52,798	\$ 54,053	\$ 55,307	\$ 56,457		
Public Defense Attorney 1	\$ 57,607	\$ 59,385	\$ 61,153	\$ 62,912	\$ 63,985	\$ 66,494	\$ 67,122
Public Defense Attorney 2	\$ 61,999	\$ 63,988	\$ 65,153	\$ 67,122	\$ 68,794	\$ 70,363	\$ 72,140
Public Defense Attorney 3	\$ 71,226	\$ 73,971	\$ 75,799	\$ 77,472	\$ 79,668	\$ 81,340	\$ 83,647

SCRAP 1997 BUDGET PLAN									
CATEGORY	96 PSQ	96 TECH ADJ	97 REDUCTIONS	97 BASE	97 GROWTH	97 MAINT	97 RJC	97 COLA	TOTAL REQ
FELONY								2.25%	
LEGAL	960,347		(164,838)	795,509		8,494	63,985	18,090	886,078
NON-LEGAL	368,145		(32,676)	335,469			24,420	7,548	367,437
BENEFITS	249,874		(26,807)	223,067			16,896		239,963
OVERHEAD	160,004		(20,215)	139,790			117,525		257,315
TOTAL	1,738,370	-	(244,535)	1,493,835		8,494	222,826	25,638	1,750,793
JUVENILE									
LEGAL	559,622			559,622	46,244	5,589		13,758	625,213
NON-LEGAL	196,149			196,149	17,197			4,800	218,146
BENEFITS	141,033			141,033	11,395				152,428
OVERHEAD	113,846		(14,518)	99,328	568				99,895
TOTAL	1,010,650	-	(14,518)	996,132	75,404	5,589	-	18,558	1,095,683
KCM									
LEGAL	215,434			215,434	9,575	9,798	18,453	5,283	258,544
NON-LEGAL	107,835			107,835	2,489			2,482	112,806
BENEFITS	66,847			66,847	1,852		3,414		72,113
OVERHEAD	30,061		(8,330)	21,731					21,731
ADJUSTMENT	65,810			65,810					65,810
TOTAL	485,987	-	(8,330)	477,657	13,916	9,798	21,867	7,765	531,003
COC									
LEGAL	274,956			274,956	56,585	5,530		7,584	344,655
NON-LEGAL	98,157			98,157	18,250			2,619	119,026
BENEFITS	59,217			59,217	11,456				70,673
OVERHEAD	49,510		(11,396)	38,114					38,114
TOTAL	481,840	-	(11,396)	470,444	86,291	5,530	-	10,203	572,468
DRUG COURT									
LEGAL	-			-				-	-
NON-LEGAL	-			-				-	-
BENEFITS	-			-				-	-
OVERHEAD	-			-				-	-
TOTAL	-			-				-	-
SMC-GRANTS									
LEGAL	-			-				-	-
NON-LEGAL	-			-				-	-
BENEFITS	-			-				-	-
OVERHEAD	-			-				-	-
TOTAL	-			-				-	-
DEPENDENCY									
LEGAL	794,837		(100,419)	694,418		10,341	74,804	15,857	795,420
NON-LEGAL	210,575		(38,219)	172,356			12,990	3,878	189,224
BENEFITS	196,190		(21,656)	174,534			2,551		177,085
OVERHEAD	175,762		(20,016)	155,746			92,341		248,087
TOTAL	1,377,364		(180,310)	1,197,053		10,341	182,687	19,735	1,409,816
ITA									
LEGAL	-			-				-	-
NON-LEGAL	-			-				-	-
BENEFITS	-			-				-	-
OVERHEAD	-			-				-	-
TOTAL	-			-				-	-
SUBTOTAL									
LEGAL	2,805,196	-	(265,257)	2,539,939	112,404	39,752	157,242	60,572	2,909,910
NON-LEGAL	980,861	-	(70,895)	909,966	37,935	-	37,410	21,328	1,006,640
TOTAL SALARY	3,786,057	-	(336,152)	3,449,905	150,340	39,752	194,653	81,900	3,916,549
TOTAL BENEFITS	713,161	-	(48,463)	664,698	24,703	-	22,861	-	712,262
TOTAL OVERHEAD	529,182	-	(74,475)	454,708	568	-	209,866	-	665,142
KCM ADJUSTMENT	65,810		-	65,810			-		65,810
TOTAL CONTRACT	5,084,210	-	(459,089)	4,635,121	175,611	39,752	427,379	81,900	5,359,763

SCRAP 1997 BUDGET PLAN

CATEGORY	96 PSQ	96 TECH ADJ	97 REDUCTIONS	97 BASE	97 GROWTH	97 MAINT	97 RJC	97 COLA	TOTAL REQ
PROFESSIONAL									
LICS & CERT	12,015	-	(6)	12,010	-	-	-	-	12,010
PROF INS	49,924	-	(3,186)	46,737	-	-	1,775	-	48,512
MEMB & DUES	8,362	-	-	8,362	-	-	-	-	8,362
EMPY REL	1,000	-	-	1,000	-	-	-	-	1,000
TOTAL PROF	71,301	-	(3,192)	68,109	-	-	1,775	-	69,884
OFFICE OPERATIONS									
TELE-Long Dist	23,999	-	-	23,999	-	-	-	-	23,999
TELE-LOCAL	29,998	-	-	29,998	-	-	8,968	-	38,965
GEN SUPP	8,892	-	-	8,892	-	-	16,235	-	25,128
REPR/MAINT	2,990	-	-	2,990	-	-	22,533	-	25,523
COMP SUPP	19,006	-	-	19,006	-	-	-	-	19,006
POSTAGE	10,000	-	-	10,000	-	-	-	-	10,000
PHOTO COPY	15,486	-	-	15,486	-	-	-	-	15,486
PRINTING	2,999	-	-	2,999	-	-	-	-	2,999
LIBRARY	11,000	-	-	11,000	-	-	42,000	-	53,000
SUBSCRIP	7,324	-	-	7,324	-	-	-	-	7,324
UTILITIES	-	-	-	-	-	-	-	-	-
GARBAGE	-	-	-	-	-	-	-	-	-
JANITORIAL	16,501	-	-	16,501	-	-	-	-	16,501
MISC	(25,853)	-	-	(25,853)	-	-	-	-	(25,853)
MESSENGER	100	-	-	100	-	-	-	-	100
SERV CHGS	8,999	-	-	8,999	-	-	-	-	8,999
EQMT RENTAL	-	-	-	-	-	-	-	-	-
MINOR EQMT	3,510	-	-	3,510	-	-	-	-	3,510
ADVERTISING	368	-	-	368	-	-	-	-	368
TOTAL OFFICE	135,319	-	-	135,319	-	-	89,737	-	225,056
OVERHEAD									
SPACE RENTAL	218,431	-	(6,411)	212,020	-	-	115,218	-	327,238
OFFICE INS	2,457	-	-	2,457	-	-	-	-	2,457
BDG REP/MAINT	1	-	-	1	-	-	-	-	1
TOTAL OVHD	220,889	-	(6,411)	214,477	-	-	115,218	-	329,696
TRAINING									
IN HOUSE	1,046	-	-	1,046	-	-	740	-	1,786
CLE COST	9,833	-	(544)	9,289	-	-	-	-	9,289
IN-STATE	1,020	-	-	1,020	-	-	-	-	1,020
OUT-STATE	1,261	-	-	1,261	-	-	-	-	1,261
TOTAL TRAINING	13,161	-	(544)	12,616	-	-	740	-	13,356
CAPITAL EXPENDITURE									
PURCHASES	-	-	-	-	-	-	-	-	-
EQMT LEASE	40,298	-	-	40,298	-	-	-	-	40,298
LEASE IMPROV	-	-	-	-	-	-	-	-	-
TOTAL CAPITAL	40,298	-	-	40,298	-	-	-	-	40,298
TRAVEL									
MILEAGE	3,401	-	(1,804)	1,597	568	-	2,396	-	4,561
PARKING	19,412	-	-	19,412	-	-	-	-	19,412
PUBLIC TRANS	600	-	-	600	-	-	-	-	600
TOTAL TRAVEL	23,413	-	(1,804)	21,609	568	-	2,396	-	24,573
CASE RELATED									
CASE PREP	3,400	-	-	3,400	-	-	-	-	3,400
CLIENT EXP	626	-	-	626	-	-	-	-	626
TOTAL CASE	4,026	-	-	4,026	-	-	-	-	4,026
OTHER									
BOARD EXP	600	-	-	600	-	-	-	-	600
PROF LEG	3,000	-	-	3,000	-	-	-	-	3,000
PROF ACTG	12,079	-	-	12,079	-	-	-	-	12,079
PROF OTHER	4,491	-	-	4,491	-	-	-	-	4,491
VOL SERVICES	-	-	-	-	-	-	-	-	-
RECRUITING	550	-	-	550	-	-	-	-	550
BUSI TAXES	-	-	-	-	-	-	-	-	-
BUSI LICENSES	56	-	-	56	-	-	-	-	56
TOTAL OTHER	20,777	-	-	20,777	-	-	-	-	20,777
TOTAL CATEGORIES	529,182	-	(74,475)	517,232	568	-	209,866	-	727,666
TOTAL SCRAP CONTRACT	5,094,210	-	(459,089)	4,635,121	175,611	39,752	427,379	81,900	5,359,763

King County Statement of Recycled Paper Compliance

This statement shall be completed by all contractors who purchase paper with County funds or submit printed or photocopied materials in fulfillment of contract obligations.

The King County Recycled Product Procurement Policy (KCC 10.16) requires contractors and consultant to use paper meeting the King County Recycled Content Standards in fulfilling contractual obligations to the county whenever practicable.

The King County *Recycled Product Vendor Directory* is available from the Purchasing Agency. It contains the King County Minimum Recycled Content Standards and a listing of vendors supplying products meeting them.

Contractor agrees to use recycled paper for printed or photocopied documents submitted in fulfillment of this contract whenever practicable.



Contractor Signature

May 7, 1997

Date

David Compton
Executive Director
Society of Counsel Representing Accused Persons

Contractor Name/Title

PROJECT NAME Public Defense Legal Services
 AGENCY/CONTRACTOR The Defender Association
 ADDRESS 810 Third Avenue, Suite 800
Seattle, WA 98104

CONTRACT NO. D24332D
 DATE ENTERED 01/01/96
 AMENDMENT NO. 1
 DATE ENTERED 04/08/97

AMENDMENT REQUESTED BY	AMENDMENT EFFECTS	
<u>Office of Public Defense Organization</u>	<input checked="" type="checkbox"/> Scope of Services	<input type="checkbox"/> Method of Payment
<u>James C. Crane, Administrator</u> Name	<input type="checkbox"/> Time of Performance	<input type="checkbox"/> Reliance
	<input checked="" type="checkbox"/> Compensation	<input checked="" type="checkbox"/> Terms & Conditions
	<input type="checkbox"/> Results of Services	<input type="checkbox"/> Other

PURPOSE: To adopt amendments necessary to implement the 1997 portion of the 1996/1997 legal services contract between King County and The Defender Association.

A. STANDARD CONTRACT CHANGES

Page 1. Funds the 1997 portion of the 1996/1997 legal services contract amount at \$7,486,650. Funding sources, funding levels and effective dates are changed as follows:

FUNDING SOURCES	LEVELS	EFFECTIVE DATES
County 1996	\$7,050,072	01/01/96 - 12/31/96
1997	\$6,987,711	01/01/97 - 12/31/97
Federal		
State - 1996 Involuntary Treatment	476,160	01/01/96 - 12/31/96
1997 Involuntary Treatment	498,939	01/01/97 - 12/31/97
State - 1996 Sexual Violent Act	698,703	01/01/96 - 12/31/96
1997 Sexual Violent Act	400,783	01/01/97 - 12/31/97
Private		
TOTAL 1996	\$8,224,935	01/01/96 - 12/31/96
1997	\$7,887,433	01/01/97 - 12/31/97

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

<p>KING COUNTY, WASHINGTON</p> <p>By _____</p> <p>Title <u>County Executive</u></p> <p>Date _____</p>	<p>ACKNOWLEDGMENT & ACCEPTANCE AGENCY/CONTRACTOR</p> <p>By <u>[Signature]</u></p> <p>Title <u>President</u></p> <p>Date <u>5/11/97</u></p>
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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. 12029 in 1996, and Ordinance No. 12538 in 1997.

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

- | | | |
|----------|---|-----------------------------------|
| <u>X</u> | 1997 Personnel Inventory Report (K.C.C. 12.16) | Attached hereto as Exhibit VIII.A |
| <u>X</u> | 1997 Affidavit of Compliance | Attached hereto as Exhibit IX.A |
| <u>X</u> | Requirements of Section 504 of the 1973 Rehabilitation Act/Waiver Statement | Attached hereto as Exhibit XII.A |
| <u>X</u> | Salary Plan | Attached hereto as Exhibit XV.A |
| <u>X</u> | 1997 Approved Annual Budget | Attached hereto as Exhibit XVI.A |

Page 3. See attached page 3.

B. EXHIBIT CHANGES

Add EXHIBIT I - Scope of Services. Attached hereto.

Add EXHIBIT II - Payment Schedule. Attached hereto.

Add EXHIBIT III - Case Credit Application Schedule. Attached hereto.

Add EXHIBIT IV - Special Services. Attached hereto.

Add EXHIBIT VIII.A - 1997 Personnel Inventory Report (K.C.C. 12.16). Attached hereto.

Add EXHIBIT IX.A - 1997 Affidavit of Compliance (K.C.C. 12.16). Attached hereto.

Add EXHIBIT XII.A - 1997 Requirements of Section 504 of the 1973 Rehabilitation Act/Waiver Statement.

Add EXHIBIT XV.A - 1997 Salary Plan.

Add EXHIBIT XVI.A - 1997 Approved Annual Budget.

Add EXHIBIT XVII.A - 1997 Statement of Recycled Paper Compliance

II. DURATION OF CONTRACT

This Contract shall commence on the first (1st) day of January, 1996 and terminate the thirty-first (31st) day of December, 1997 unless extended or terminated earlier pursuant to the terms and conditions of this Contract. The amount of payment to the Agency for the period for January 1, through December 31, 1997, will be determined based on the 1997 budgets passed by the Metropolitan King County Council and Seattle City Council. The parties acknowledge that because of the County's anticipated severe financial circumstance in 1996, the County will pay the Agency at a different rate for King County misdemeanor cases than in 1995. This may be below the actual cost to the agency for providing representation to indigent defendants in King County misdemeanor cases. The parties agree that the reduced rate is intended to apply only to King County misdemeanor cases. The Office of Public Defense will make every effort to return to the actual cost methodology in 1997.

III. COMPENSATION AND METHOD OF PAYMENT

- A. In 1997, the County shall reimburse the Agency for the services as specified in Section I in the amount not to exceed \$7,486,650 except as provided in Exhibit I. Should the Metropolitan King County Council authorize additional COLA, the amount of the contract will increase by \$23,474.

Of the above amount, \$7,486,650 is currently available. Any obligation by the County to provide any amount beyond what is available is specifically conditioned on passage by the Seattle City Council of a supplemental appropriation. In the event that no additional funds are available, the caseloads and payments as currently described shall be renegotiated to reflect total funds available.

- B. OPD shall provide the Agency with a certification of case assignments ten (10) working days after the close of each calendar month. The Agency shall return the signed certification within ten (10) working days of receipt. The County will pay the Agency by the eighth (8) working day of the following month.

EXHIBIT I

Scope of Services THE DEFENDER ASSOCIATION

A. Services Required

The services required in the 1997 portion of this Contract are defined for all program areas except King County misdemeanors as follows: Public defense attorney services for the completion of 1997 cases assigned plus or minus the annual variance percentage for each program area. In no event will case assignments exceed the quarterly variance in any given quarter. Quarterly estimates are provided for planning purposes only.

This Contract is intended to provide compensation to the Agency for the services of a particular number of attorney and staff members. It is understood that the number of attorneys required is dependent upon several different factors. Two of the most significant factors are, (1) the number of cases an individual attorney may be expected to manage per year, and (2) the courts' various calendar requirements and workday requirements.

The payment section of this contract is based upon the number of cases an attorney may be expected to manage as stated in Section XI.A. and upon the courts' calendars and work schedules as they existed at the time the 1993 King County Budget was adopted (excluding any "experimental" calendars). The Agency's requirement for the delivery of services is, to that extent, defined by those factors.

Any requests by the courts for additional attorney FTE's due to changes in calendars or work schedules will be negotiated separately by the agency and OPD and such additional services shall only be required when funding has been approved by the County, and payment arranged by contract modification. Further limitations as to particular programs are stated below.

The services required by the 1997 portion of this Contract for King County District Courts is the availability of an FTE attorney to handle each 450 cases assigned to the Agency within the following limits:

- a) December, 1993, State criminal calendars are assumed to define the time commitments of the Agency's attorneys, except for the District Court Presiding calendar.
- b) Significant changes in court calendars, primarily the need to staff additional courtrooms at the same time as those on the December, 1993 schedule, shall not be considered the Agency's responsibility within the terms of this Contract unless the addition of said calendars can be accommodated by Agency attorneys assigned to the court within the equivalent of four (4) workdays of in-court service for clients and one (1) workday of "out-of-court" or "in office" service for clients each week.

The services required by the 1997 portion of this Contract for Seattle Municipal Court are based on the availability of an FTE attorney to handle each 380 cases, provided that the Agency shall not be required to be responsible for more than two night in-custody calendars and four out-of-custody night calendars per week, except as provided in Exhibits I.5 through I.7.

It is not anticipated that the Agency will be assigned criminal cases other than juvenile offender cases to be heard in the Regional Justice Center (RJC). In the event that the Agency is assigned a case other than an aggravated homicide at the RJC, and in the event there is no space available at the RJC, the County will provide compensation for transportation to the RJC at the current County rate.

In the event that the County assigns the Agency a case in the King County Courthouse which is transferred by the court to the RJC, and the Court orders a transfer of the case from the Agency to other counsel, the County will compensate the Agency for work done on the case prior to the transfer as specified in the extra credit section of the Contract.

In the event the County assigns to the Agency for hearing in the RJC an aggravated homicide case, the county will provide additional compensation to the Agency to cover the costs of transportation to and from and for operation at the RJC in the amount of \$300 per month for the pendency of the case, and \$50 per day for each day on which the case is schedule for a hearing and for which an attorney must attend at the RJC.

B. Quarterly Variance Percentages

OPD shall make reasonable efforts to limit the Agency to the following percentages of total case assignments for all agencies for each quarter of the year. The total 1997 estimated cases are shown below. Quarterly caseload estimates are provided for planning purposes. Felony fraud and aggravated homicide cases are included as felonies.

Should the projected percent of total caseload distribution in the Felony or Seattle Municipal Court case categories be greater than ten percent (10%) of the Agency's contracted distribution percentage, the Agency shall not have to take more than one month plus the one-third quarterly variance number of cases each month. It is understood that the Agency need not accept more than the annual contracted caseload plus the yearly variance percentage. OPD shall provide to the Agency quarterly estimates of caseload at least one (1) month prior to the beginning of each calendar quarter and shall make available, upon request, the data and rationale which forms the basis of such estimate(s).

Case Category	1997 Total Agency Caseload	Agency's Annual % of Total OPD Caseload	Quarterly Variance Percent	Yearly Variance Percent	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	TOTAL
Felony*	3,220	35.9%	7.5%	2.5%	826	755	820	819	3,220
KC Misd	2,205	21.0%	10.0%	5.0%	587	551	561	506	2,205
Juv Off	3,087	33.0%	10.0%	5.0%	738	774	770	805	3,087
Dep.	1,425	40.0%	10.0%	5.0%	371	343	328	383	1,425
SMC	6,427	42.6%	10.0%	5.0%	1,603	1,603	1,658	1,563	6,427
Invol. C.	1,946	100.0%	10.0%	5.0%	483	485	528	450	1,946

*Felony caseload includes complex litigation credits

The parties agree that if the King County Executive has not signed and forwarded to the Metropolitan King County Council an amendment to the existing contract agreement between the parties by March 15, 1997, specifying the payment to be made to the Agency for 1997, the Agency has no obligation to accept any new cases from the County above the monthly and quarterly caseload ceilings in the attached documents for 1996 or 1997, whichever is lower.

The parties anticipate that they will enter negotiation to deliver indigent defense services for the 1998-2000 period. In the event the parties do reach agreement to provide services in 1998, and the Agency accepts case assignments for the County in 1998, and in the event that the County Executive does not sign and forward a new agreement to the Metropolitan King County Council by March 15, 1998, the Agency has no obligation to accept any new additional cases from the County after March 15, 1998, above the 1997 contracted levels.

King County Misdemeanor Program

OPD shall assign the Agency cases in the following district courts: Seattle and Shoreline.

The payment is based on an assumption of 4.90 FTE attorneys for case assignment.

Requests for Supplemental Funding or Contract Modifications

If services in addition to this Contract are required due to unexpected increases in annual caseload(s), OPD shall seek supplemental funding:

- 1) First, within the Agency's own budget.
- 2) Second, within other areas of caseload funding in OPD budget.
- 3) Third, as appropriate, (1) within the Crisis and Commitment Services budget and from the State of Washington for Involuntary Commitment Act cases; or (2) from the Seattle Office of Management and Budget and the City Council for the Seattle Municipal Court.
- 4) Fourth, from unappropriated current expense fund revenues from the County Executive and the County Council.

Any request for supplemental funding shall be based on an estimate of actual costs required to handle a proposed revised caseload for the remaining time within the Contract year. It shall include a review of the full Agency budget, not just the program area(s) where there are caseload excesses.

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.

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). 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.

When year-end projected caseload is less than the estimate by more than the yearly variance percentage, OPD shall request a modification proposal from the Agency. Such a modification proposal shall be based on an estimate of cost reductions made possible by the reduced caseload for the remaining time within the contract year. It shall include a review of the full Agency budget, not just the program area(s) where there are caseload underruns. Funds may be sought by OPD through contract modification, if warranted. Funds obtained in this manner shall be used by OPD in meeting caseload needs throughout the Contract period or shall be returned to the appropriate funding authority, if required.

Juvenile Homicide: Provided that no Agency shall be required to accept and/or have open homicide cases under the jurisdiction of the Juvenile Court in excess of one-half the total number of FTE contracted for that division, at any given time. No limit is placed on the total number of homicides an Agency may be required to handle in the contracted year. A case is no longer open after completion of the trial, unless the Agency can present facts that suggest that the pending disposition is unusual.

E. Complex Litigation

The Agency shall be responsible for representing defendants in complex litigation cases. Complex litigation cases are all capital homicide cases, all aggravated homicide cases, and those felony fraud cases filed by the Fraud Unit of the King County Prosecuting Attorney's Office where the estimated attorney hours necessary exceeds one hundred seventy (170) hours. Aggravated homicide cases are considered capital cases until such time as decision is made by the Prosecuting Attorney not to file a notice of intention to seek death.

Complex litigation cases are "pending" until completion of the guilty phase and penalty phase of the trial, or entry of a guilty plea. Upon entry of a verdict or guilty plea, such cases are complete for the purposes of accepting additional complex litigation cases. Payment for post-conviction, pre-judgment representation shall be negotiated.

Typically, complex litigation cases occupy the full time of either one (1) or two (2) attorneys prior to completion, as follows:

Capital Cases: 2 FTE attorneys; 25 complex litigation case credits per month.

Aggravated Homicide: 1 FTE attorney; 12.5 complex litigation case credits per month.

Felony Fraud: 1 FTE attorney; 12.5 complex litigation case credits per month.

Frye Hearing Cases: 1 FTE attorney; 12.5 complex litigation case credits per month. If defense prevails at the hearing and the trial begins more than two weeks after the hearing, the Agency shall cease to receive 12.5 credits per month immediately after the hearing. 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.

If the Agency has prior to, during, or after 1997 been assigned two (2) Frye hearing cases involving substantially the same issue, the Agency is presumed to have sufficient attorney personnel with necessary expertise to handle such cases without requiring an attorney's full time commitment. Such cases shall be assigned as one (1) felony credit and extra credits as specified in Exhibit III Case Credit Application Schedule, Case Credits, Felony.

If the Agency establishes for a compelling reason that it cannot reasonably accept such a case as a single felony credit, and OPD nevertheless desires to make such assignment to the Agency, it shall be made in the manner established in Exhibit III Other Circumstances, New Statutory Mandates.

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.

The Agency shall accept all complex litigation cases as assigned by OPD subject to the following:

OPD shall not assign further complex litigation cases while the Agency has a pending assigned complex litigation case.

In the event the designated attorney is not occupied with a complex litigation case, OPD may assign other felony cases up to 12.5 per month.

Once a complex litigation case has proceeded for two (2) months, OPD may request a review of the case, including, but not limited to credits, agency attorney and staff hours and related expenditures, and expected duration. Such review may result in redetermination of the case credits in the future.

Should a second attorney be required for a capital case pursuant to the case definitions cited above, OPD will credit the Agency with the equivalent of 12.5 case credits per month if the

Agency's current case assignments are less than 97.5% of the contracted case assignments. If current case assignments are greater than 97.5% of the contracted case assignments, OPD will reimburse the Agency at the rate of \$8,620 per month.

F. Sexual Predator Cases

The Agency shall be paid by OPD from funds provided by the State of Washington for cases filed under RCW 71.09 and assigned to the Agency by the County at a comparable rate consistent with WAC 275 for 1997. Agency costs shall be based on submission of regular monthly expenditure reports as required by this Contract and submission of a billing to OPD containing a statement of the names and the number of hours spent by each attorney working on the case during the month. OPD shall submit to the State of Washington a billing including the information provided by the Agency within ten (10) days of receipt of the Agency billing. OPD shall remit funds received from the State of Washington to the Agency within ten (10) days of receipt. Payment to the Agency shall be made subject to such other conditions as may be stated in any interagency agreement between the County and the State of Washington Department of Social and Health Services from the effective date of such agreement, and shall be incorporated into this Contract by Written amendment as necessary. Payment is dependent upon expenditure authority from the Metropolitan King County Council and Executive.

EXHIBIT II

**Payment Schedule
THE DEFENDER ASSOCIATION**

This Payment Schedule shall pertain to all cases assigned to the Agency from January 1, 1997 to December 31, 1997. In 1997, 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; SRA In-Custody Modification Calendar; Individual Felony Case Pursuant to Exh. I(E)	Jan-Mar	\$207,758	
	Apr-Dec	\$204,471	\$2,463,513
King County Misdemeanor	Jan-Mar	\$38,681	
	Apr-Dec	\$39,679	\$473,154
Juvenile, including the following services: Juvenile First Appearance Calendar and Juvenile Attorney of the Day	Jan-Mar	\$76,988	
	Apr-Dec	\$87,475	\$1,018,239
Dependency, including Dependency Calendar	Jan-Mar	\$79,458	
	Apr-Dec	<u>\$81,070</u>	<u>\$968,004</u>
Subtotal CX Contracted Cases	Jan-Mar	\$402,885	
	Apr-Dec	\$412,695	\$4,922,910
Seattle, including the following services: Saturday In-Custody Arraignment; and 24-Hour Emergency Phone	Jan-Mar	\$168,841	
	Apr-Dec	\$173,142	\$2,064,801
ITA	Jan-Mar	\$38,450	
	Apr-Dec	\$40,981	\$484,179
ALC/Drug	Jan-Dec	\$1,230	\$14,760
<u>TOTAL</u>	Jan-Mar	<u>\$611,406</u>	
	Apr-Dec	<u>\$628,048</u>	<u>\$7,486,650</u>

Case Credit Application Schedule

Case Credits

For purposes of payment under this Contract, the following application of case credits shall apply:

<u>Felony</u>	
One completed case	1 case credit
A case that exceeds 100 attorney hours	1/2 case credit for each 25 hour increment over 100 hours.
Multiple count cases	1/4 case credit for each count beyond four; does not apply to felony fraud cases.
Atty/Day or substantial advice	1/10 case credit
Atty/Day or substantial advice in the King County Detention Facility	2/10 case credit
Probation or other reviews	1/3 case credit
Assignment for sentencing only	Felony cases assigned for purposes of sentencing or resentencing only shall be assigned at 30% of a felony case credit.
Assignment for Motion to Withdraw Guilty Plea or a Motion for New Trial based on a claim of ineffective assistance of counsel	1 case credit
Homicide	2 case credits
<u>Misdemeanor</u>	
One completed case	1 case credit
Review, resentencing or other hearing	1 case credit
One Seattle Municipal Court probation hearing	0.6 case credit
Misdemeanor Appeal	4 case credits
Misdemeanor Writ	3 case credits

Juvenile Offender

One completed case	1 case credit
Decline hearing	1 case credit
A case that exceeds 40 attorney hours	1/2 case credit for each 15 hour increment over 40 hours
Reviews or Hearings	1/3 case credit
Attorney of the Day or substantial advice	1/10 case credit

Truancy

One initial and two review hearings	1.4 dependency case credits
Review or other hearing	0.33 dependency case credit

Child in Need of Services (including At-Risk Youth)

One completed case	1 juvenile offender case credit
Review or other hearing	1/3 juvenile offender case credit

Juvenile Dependency

A dependency case, per Exhibit V.2.i	1 case credit
Dependency review per Exhibit V.2.j	2/5 case credit
Dependency trial per Exhibit V.2.k(1)	1/2 case credit
Termination trial per Exhibit V.2.k(2)	1 case credit
Attorney of the Day or substantial advice	1/10 case credit

Civil Contempt

From initial assignment up to and including three contempt hearings	1 case credit
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Other Circumstances

Partial credits

Partial credits shall be assigned according to the terms of this Exhibit or as further determined by the Agency and the Office of Public Defense.

New statutory mandates

Case types not contemplated by this Contract arising from legislation with effective dates after November 1, 1993, shall be assigned by the OPD administrator and accepted by the Agency subject to agreement on the credit to be given within available resources.

Aggravated Murder First Degree/Capital Punishment cases

Aggravated murder and capital punishment cases not included in the complex litigation provisions of Exhibit I.E of this Contract shall be given extra credits based upon negotiations between the OPD Administrator and the Agency. These credits shall be in addition to any credits provided for under the terms of this Contract. Payments for these credits is subject to the availability of funds or supplemental appropriation of funds by the King County Council or by order of the Court.

Felony Fraud cases

Felony Fraud cases filed by the Fraud Unit of the King County Prosecutor's Office not included in the complex litigation provisions of Exhibit I.E of this Contract shall be given extra credits based upon negotiation between the OPD Administrator and the Agency, if the nature of the case requires such extra credits. Factors entering into the awarding of extra credits include, but are not limited to, amount and complexity of evidence, number of defendants and the anticipated or actual time of trial. These credits shall be in addition to any credits provided for under the terms of this Contract. Payments for these credits is subject to the availability of funds or supplemental appropriation of funds by the King County Council or by order of the Court.

Credit for cases where the Agency withdraws due to a conflict of interest

When the Agency has reviewed discovery within the time frames set forth in Section X.A.6, withdrawn for reason of conflict and requested credit for time expended, OPD shall review the Agency's request for credit and may grant appropriate credit within available resources. Should such credit be denied, OPD shall inform the Agency of the basis for denial, if the request is submitted in a format approved by OPD and the Agency.

EXHIBIT IV

Special Services

Applies to Contract Agency if that service is delineated in Exhibit II, **Payment Schedule**, or specified.

King County 24-Hour Phone

The Agency will provide legal advice 24 hours a day to any accused person charged in an assigned District Court who calls requesting assistance and who needs emergency assistance.

Juvenile AOD

The Agency shall provide Juvenile Special Services which include making "morning rounds" in juvenile detention; lineups, detention reviews and arraignments; diversion counseling per RCW 13.040.080; and representing youth offenders as counsel until an attorney is formally appointed. The Agency will provide legal advice 24 hours a day to any juvenile suspect who calls requesting assistance and who needs emergency assistance.

Juvenile First Appearance Calendar

Each Agency representing juveniles shall provide representation on the Juvenile First Appearance Calendar. Representation of youth on this daily Juvenile Court Calendar shall include prior clients and/or unrepresented youth. Time spent on this calendar shall include preparatory work done concerning youth listed on the calendar who do not appear because of expedited filing by the Prosecuting Attorney, release from detention prior to hearing, or other reasons for non-appearance. Defendants shall be assigned to agencies according to the following schedule:

TDA - Unrepresented juvenile; agency clients, or an estimated 33% of the calendar.

SCR - First conflict juvenile; agency clients, or an estimated 33% of the calendar.

ACA - Second conflict juvenile; agency clients, or an estimated 22% of the calendar.

NDA - Third conflict juvenile; agency clients, or an estimated 12% of the calendar.

Dependency Calendar

The Dependency Calendar services to be provided shall include the presence of an attorney at initial 72 hours shelter care calendars and such additional legal work as may be required prior to the screening and assignment of the client by OPD. Coverage of this calendar will be done for 40% by TDA and 60% by SCRAP of the year with the actual timing to be coordinated with the OPD Administrator.

City of Seattle
24-Hour Phone

The Agency will provide legal advice 24 hours a day to any accused person in the Seattle Municipal Court who calls requesting assistance and who needs emergency assistance.

City of Seattle
In-Custody Arraignments

The Agency will provide legal representation during regularly scheduled in-custody arraignment calendars for the purposes of representing all otherwise unrepresented persons on said calendars. The Agency shall provide at least one attorney and one staff person or two attorneys for the purpose of assisting in the preparation of such calendars. Agency responsibilities shall not include photocopying discovery materials for the court.

The limitations of in-custody arraignment coverage shall be:

Saturday and Sunday in-custody coverage is based on twenty (20) attorney hours per day. Coverage shall not exceed twenty-three (23) hours without prior agreement of the Agency. Said 20 hours do not provide for staffing of more than one courtroom during the scheduled times without prior agreement of the Agency and OPD. Such agreement shall be a jointly signed letter by the Presiding Judge at the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

Monday through Friday daytime in-custody coverage is based on one hundred (100) attorney hours per week. Coverage shall not exceed one-hundred-sixteen (116) hours without prior agreement of the Agency. Said 100 hours do not provide for staffing of more than one courtroom during the scheduled times without prior agreement of the Agency and OPD. Prior agreement and reasonable notice shall also be required if the Seattle Municipal Court proposes to shift calendars scheduled between 8:00 a.m. and 5:00 p.m. to evening hours. Such agreement shall be a jointly signed letter by the Presiding Judge of the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

Evening in-custody coverage shall require a single attorney if arraignments are to be taken throughout the calendar, and shall not exceed thirty (30) hours per week. The hours credited to arraignment coverage for this representation shall be the total hours of the evening calendar and not the elapsed time of the arraignment representation.¹

¹ Said 30 hours do not provide for staffing of more than one (1) courtroom during the scheduled time without prior agreement of the Agency and OPD. Such agreement shall be a jointly signed letter by the Presiding Judge of the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

City of Seattle
Out-of-Custody
Arraignments

The Agency will provide legal representation of all otherwise unrepresented persons during regularly scheduled out-of-custody intake/arraignment calendars. The Agency shall provide at least one attorney and one staff person or two attorneys for the purpose of assisting in the preparation of such calendars.

The limitations on out-of-custody arraignment coverage are:

Evening intake and Friday morning coverage shall not exceed thirty-three (33) attorney hours per week without prior agreement of the Agency. Said hours do not provide for staffing of more than one courtroom during the scheduled times without prior agreement of the Agency and OPD. Prior agreement shall be a jointly signed letter by the Presiding Judge of the Seattle Municipal Court, the Agency Director, and the OPD Administrator.

If intake/arraignment calendars are changed to days, the Agency's obligation to provide representation is still based on 33 attorney hours per week.

City of Seattle
Excess Calendars

Should in or out-of-custody arraignment calendars exceed the hours stated above without prior agreement as detailed above, the Agency shall be reimbursed for the actual excess hours of service provided at a rate of \$25.00 per hour per attorney used. Any coverage provided when two in or out-of-custody calendars are scheduled for the same time shall also be compensated at the rate of \$25.00 per hour per attorney used.

The parties recognize that funding under this Contract may not be sufficient to provide representation for any night court calendars beyond those that existed in December, 1991. Therefore, after February 28, 1992, the Agency shall have no obligation to accept cases scheduled on such calendars.

Felony Arraignment

The Agency will provide at least one attorney to advise and represent for purposes of preliminary appearance or arraignment only, all otherwise unrepresented persons appearing on either of said calendars. The Agency will provide legal advice 24 hours a day to any felony suspect with an SEA case designation who calls requesting assistance and who needs emergency assistance.

Felony Sentence
Modification Calendar

The Agency shall provide an attorney and a paralegal for legal representation for cases with an SEA case designation, of up to an average of 40 matters per week on a quarterly basis on the Superior Court Community Service (Probation) Modification Calendar.

Change of Venue
Calendar

The Agency shall provide legal representation for clients appearing on the Seattle District Court "Change of Venue Calendar" as regularly scheduled during any continuous four (4) hour period each weekday. In the event that a defendant's case does not reach disposition on this calendar, but is continued for further hearing(s) or trial, the defendant shall be assigned an attorney from the appropriate Agency as a normal "case" assignment.

Information System
Modifications

The Agency shall be reimbursed based on submission of invoices from vendors or consultants, for the costs of modifications to software programs required by the information system changes being undertaken by OPD. The scope of modifications and an estimate of costs shall be agreed to by OPD and the Agency, prior to the Agency making said changes. OPD agrees to provide the Agency hardware, network software, application software, and connectivity products as specified in its information system proposal; therefore, no reimbursement will be made for hardware, network software, application software, or connectivity products.

Sexual Predator
Civil Commitment

The Agency shall provide legal representation for indigent clients assigned by OPD where civil commitment petitions have been filed by the King County Prosecuting Attorney under RCW 71.09.

Superior Court: Regional Justice Center SpecificDependency Calendar

The Dependency Calendar Service to be provided shall include the presence on an attorney at initial 72 hours shelter care calendars and such additional legal work as may be required prior to the screening and assignment of the client by OPD. Coverage of this calendar will be done for 40% by TDA and 60% by SCRAP of the year with the actual timing to be coordinated with the OPD Administrator.

Juvenile CourtJuvenile Calendar

The Agency will provide an attorney for the purpose of representation at the South King County Juvenile Calendar on Thursday and Friday beginning July 1, 1997.



**King County
Department of Executive Administration**

Office of Civil Rights & Compliance
E224 King County Courthouse
518 Third Avenue
Seattle, Washington 98104

Personnel Inventory Report

Revised 3/88

EXHIBIT VIII

Legal Name of Business The Defender Association Telephone No. (206) 447-3900

Also Doing Business as (DBA) Seattle-King County Public Defender

Address 810 3rd Avenue #800 City Seattle State WA Zip 98104

DO ANY OF YOUR EMPLOYEES BELONG TO A UNION AND/OR DO YOU USE AN EMPLOYEE REFERRAL AGENCY?
 YES x NO . If yes, list the unions and/or employee referral agencies with whom you have agreements:
SEIU, Local No. 6

If you expect to do more than \$10,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

DO YOU HAVE ANY EMPLOYEES? YES x NO . If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1, 2, 3) report covers: 1

Employment Data	Whites		Blacks		Asians		Native Americans		Hispanics		Disabled		Minority Sub-Total		Disabled Sub-Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial	2	3,3	1										1			
Professional	32	41	1	3	4*	3	1	1	1	1*		1	7	8		1
Technical																
Clerical	2	6	1	6		1						1	1	7		1
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
*Skilled Craft																
Sub-Total	36	50.3	3	9	4	4	1	1	1	1			9	15		2

*Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

includes an attorney on leave
 Total number of Employees Reported Above: (If no employees, write ("0").)

This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (MONTH/DAY/YEAR): 3/31/97

IRS Employer Identification Number: 910852323

Submitted By: Cynthia Donia Title: Admin. Asst. Date: 4-11-97
name (print or type)

Do not write below this line

AA	AFF DATE	CT	CC	VENDOR	CERTIFIED STAMP	CS	SM	SF	SH	PST	TCC	FPST
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King County
Department of Executive Administration

Office of Civil Rights & Compliance
E224 King County Courthouse
516 Third Avenue
Seattle, Washington 98104

Personnel Inventory Report

Revised 3/88

10251

Supplemental Form

Legal Name of Business The Defender Association Telephone No. 206-447-3900

Employment Data	Whites		Blacks		Asians		Native Americans		Hispanics		Disabled		Minority Sub-Total		Disabled Sub-Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Investigator	3	8		1	1				1				2	1		
Investigator Interns	12	15				2		1						3		
Soc. Workers	1	3					1						1			
Paralglis.	2	4	1										1			
Legal Interns	2	4				1							1			
Sub-Total	20	34	1	1	1	3	1	1	1				5	4		

ATTACH SUPPLEMENTAL FORMS AS NECESSARY TO REPORT THE TOTAL WORK FORCE.

Submitted By Cynthia Donnan Admin. Asst.
Name Title

EXHIBIT IX

Affidavit and Certificate of Compliance
With King County Code Chapter 12.16, Discrimination and Affirmative Action in
Employment by Contractors, Subcontractors and Vendors

Company Name: The Defender Association BID NO.

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

The undersigned, being first duly sworn, on oath states on behalf of the Contractor as follows:

Definitions: "Contractor" shall mean any contractor, vendor of consultant who supplies goods and/or services. "Contract" shall mean any contract, purchase order or agreement with King County Government, hereinafter called the County.

A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basis nondiscrimination provisions of the general contract specifications as applied to service consultant, vendor or construction contracts exceeding \$10,000. Contractor herein agrees that this affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications, King County Code Chapter 12.16 and this affidavit. PROVIDED FURTHER, that in lieu of the affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of this chapter.

B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.

C. This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken.

AFFIRMATIVE ACTION REPRESENTATIVE
NAME: William O. Salu

D. Contractor will cooperate fully with the Compliance Unit and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this sworn statement and King County Code Chapter 12.16.

E. Reports. The Contractor agrees to complete and submit with this affidavit such additional reports and records that may be necessary to terminate compliance with the affidavit and to confer with the County Compliance Officer at such times as the County shall deem necessary. The information required by this chapter includes but is not limited to the following reports and records.

1. Personnel Inventory Report: This report shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.

2. Monthly Utilization Report: This report shall apply to construction contractors and subcontractors and shall provide the number of hours of employment for minority, women and handicapped employees by craft and category.

3. Statement from Union or Worker Referral Agency. This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of any sensory, mental or physical handicap.

4. Certified Weekly Payroll: This report is required from every construction contractor, subcontractor, and any lower tier subcontractor for each work week from the time work starts on the project until completion.

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

F. Subcontractors: For projects and contracts over one hundred thousand dollars (\$100,000) the prime contractor shall be required to submit to the County, along with its qualifying documents under this chapter, employment profiles, Affidavits of Compliance, Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.

G. Employment Goals for Minorities and Women: Employment goals shall be established for two industry categories, i.e., construction contractors and vendor/service contractors, using a multi-factor availability analysis.

1. Construction contractor and subcontractor performance: Goal attainment is based on the total hours of employment as determined by the monthly utilization reports.

2. Consultant and vendor/service contractor performance: Goal attainment is based on the total number of employees as determined by Personnel Inventory Reports.

H. Employment Goals for Handicapped Persons: Employment goals for handicapped persons shall be established using the methodology deemed most relevant and the statistical data deemed the most current and representative of the availability of handicapped persons by the Office of Civil Rights and Compliance and shall, to the extent possible, be consistent with the methodology used to establish employment goals for the handicapped for the County's internal workforce.

I. Alternative Goal Option: Contractors may establish goals independently if they believe the King County goals are not applicable to their specific situation. Contractors who secure King County's assent in pursuing this option must use a multi-factor analysis with methodology and data sources approved by the County.

J. Underrepresentation of Minorities, Women and Handicapped Persons: Underrepresentation of minorities, women and handicapped persons will not be deemed a per se violation of King County Code Chapter 12.16 where a contractor's employment statistics demonstrate that minorities, women and handicapped persons are underrepresented in its workforce in relationship to the county employment goals. The burden will be on the contractor to show that the minimum affirmative action requirements set forth below have been met and that a reasonable "good faith" affirmative action plan in compliance with this chapter has been pursued.

K. Minimum Affirmative Action Measures: Contractor agrees that failure to implement and/or maintain reasonable "good faith" efforts to achieve the county employment goals will constitute a breach of

this agreement. The evaluation of a contractor's compliance with this chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action program. The contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:

1. Policy Dissemination: Internal and external dissemination of the contractor's equal employment opportunity policy, posting of nondiscrimination policies and of the requirements of this chapter on bulletin boards clearly visible to all employees, notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's commitments under this chapter, inclusion of the equal opportunity policy in advertising in the news media and elsewhere.

2. Recruiting: Adoption of recruitment procedures designed to increase the representation of women, minorities and handicapped persons in the pool of applicants for employment, including, but not limited to establishing and maintaining a current list of minority, women and handicapped recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, female and/or handicapped readership.

3. Self-Assessment and Test Validation: Review of all employment policies and procedures, including review of tests, hiring and training practices, job classifications and job assignments, to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and handicapped persons; validation of all tests and other selection requirements where there is an obligation to do so under state or federal law.

4. Record Referrals: Maintain a current file of application of each minority, woman and handicapped applicant or referral for employment indicating what action was taken with respect to each such individual and the reasons therefore. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.

5. Notice to Unions: Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the King County Executive if labor unions fail to comply with the nondiscrimination or affirmative provisions.

6. Supervisor: Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under this chapter. Such direction shall include, but

not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.

7. Training: Develop on-the-job training opportunities which expressly include minorities, women and handicapped persons.

Where a contractor's employment statistics demonstrate that minorities, women and handicapped persons are underrepresented, failure to follow any of the requirements of Paragraph K (1-7) shall be prima facie evidence of noncompliance with this agreement.

L. Contractor agrees in all its employment policies and practices to refrain from discrimination against any person on the basis of race, color, creed, religion, nationality, sex, age, marital status, sexual orientation, or the presence of any mental, physical or sensory handicap, including but not limited to hiring, firing, lay-off, promotion or demotion, job assignment, wages, and other terms and conditions of state and local rules, laws or ordinances and regulations regarding any such discrimination.

M. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this contract, and to records, files, information and employees in connection therewith, to the Compliance Unit or agent for purposes of reviewing compliance with the provisions of this affidavit and agrees to cooperate in any compliance review.

N. Should the Compliance Unit find, upon complaint, investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this affidavit, it shall notify the County and contractor in writing of the finding fully describing the basis of noncompliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the contractor and the County that the noncompliance has been resolved.

O. The contractor agrees that any violation of the specific provisions of this chapter and of any term of the affidavit of compliance required herein, including reporting requirement, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the contract between the County and the contractor. Such breach shall be grounds for implementation of any sanctions provided for in this chapter, including but not limited to, cancellation, termination or suspension, in whole or in part, of the contractor by the county; liquidated damages; or disqualification of the contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

P. Contractor recognizes that it is bound by all provisions of King County Code Chapter 12.16 and acknowledges receipt of a copy thereof.

DESIGNATED CONTRACTOR The Defender Association

ADDRESS 810 Third Ave, Suite 800 Company Name WIA 98104
Street City State Zip

AUTHORIZED SIGNER William Salen Deputy Director
Signature Title

NAME William Salen PHONE 447-3900
Type or Print X 737

SUBSCRIBED AND SWORN TO before me

this 11th day of April, 1997

Cynthia L. Downie
Notary Public in and for the State of Washington

Residing at Seattle

APPROVED BY: Kathy Dil
King County Compliance Unit Officer

4/14/97 Date 6-7582 Telephone Number

10251

EXHIBIT XII

WAIVER STATEMENT FOR AGENCIES THAT HAVE SUBMITTED SELF-EVALUATION

The undersigned, being first duly sworn, on oath states as follows:

- A. That I am the authorized officer of The Defender Association agency and am signing this statement on behalf of the agency.
- B. This agency has previously filed a self-evaluation report with the County, and is still at the same location, therefore the agency is exempt from filing a report for the present contract year.
- C. The agency recognizes that a self-evaluation plan is required for the structural and/or programmatic changes necessary to provide programs and services to the handicapped at its present location.
- D. The agency agrees to continue its efforts to comply with the self-evaluation report and with Section 503 and 504 of the Rehabilitation Act of 1973, as amended.

This statement shall be valid for a period of one year.

William Salen
Authorized Agency Representative

The Defender Association
Agency Name

447-3900 x737
Phone Number

810 Third Ave, Suite 800
Address

William Salen
By: Name William Salen

Deputy Director
Title

SUBSCRIBED AND SWORN TO before me this 11th day of April, 1999

Cynthia L. Dornier
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle

ASSURANCE OF COMPLIANCE

10251

With Section 504 of the Rehabilitation Act of 1973, as amended, a federal law prohibiting discrimination against qualified persons with disabilities.

Definitions: **"Contractor"** shall mean any contractor with King County, except for those contractors supplying tangible goods and supplies. **"Contract"** shall mean any contract, purchase order, or agreement, except those for tangible goods and supplies, with King County Government, hereinafter called the County. **"Reasonable accommodation"** shall mean all efforts made to modify, change, or eliminate existing barriers denying persons with disabilities equal opportunity to benefit from the Contractor's program, services or activities, except where to do so would cause an undue administrative or financial burden. **"undue administrative and financial burden"** is determined on a case by case basis using the following criteria: (1) size of the Contractor's program with respect to number of employees, number and type of facilities, and size of budget, (2) the type of operation including the composition and structure of the work force; and (3) the nature and cost of the accommodation needed. Section 504 of the Rehabilitation Act of 1973, as amended (hereinafter Section 504), defines **"disability"** as anyone who has, has a history of, or is perceived as having a sensory, physical, or mental impairment that substantially limits one or more major life activity. This can include, but is not limited to: mobility, visual, hearing, or speech impairment; mental illness, epilepsy, learning disability, brain injury, HIV/AIDS; arthritis, cerebral palsy, developmental disability, multiple sclerosis, and alcohol and drug addiction.

A. The undersigned Contractor understands that discrimination in public accommodation and employment based solely on disability is prohibited by federal, state and local laws. In addition, the Contractor recognizes that Section 504 of the Rehabilitation Act of 1973, as amended, requires recipients of federal funds, be it direct or through subcontracting with a government entity receiving federal funds, to make their programs, services and activities, when viewed in their entirety, accessible to qualified and/or eligible persons with disabilities. The undersigned Contractor agrees that it and all subcontractors must comply with Section 504's requirements.

B. The undersigned Contractor has completed the *Self Evaluation and Corrective Action Plan for King County Contractors* to determine if it is discriminating against persons with disabilities in the area of program services, facility access, employment policies and procedures, outreach efforts, or the provision of reasonable accommodation to qualified/eligible persons with disabilities. Reasonable accommodation is required in both program services and employment, except where to do so would cause an undue administrative or financial burden.

C. The undersigned Contractor has developed a corrective action plan for all areas that are not in compliance with Section 504 and has attached it as Exhibit A.

D. The undersigned Contractor understands that in order to have an accommodation for program services declared an undue administrative or financial burden, an *Accessibility Waiver Request* must be submitted to King County's Office of Civil Rights and Compliance for OCRC's approval or disapproval.

E. The undersigned Contractor agrees to cooperate in any compliance review and to provide reasonable access to the premises of all places of business and employment, and to records, files,

information and employees therein to King County's Office of Civil Rights and Compliance for reviewing compliance with Section 504 requirements.

F. The undersigned Contractor agrees that any violation of the specific provisions and terms of the Assurance of Compliance required herein and with Section 504, shall be deemed a breach of a material provision of the contract between the County and the Contractor. Such breach shall be grounds for cancellation, termination or suspension, in whole or in part, of the contract by the County or disqualification of the contractor in future contracts.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Contractor: The Defender Association
Company/Organization Name

Type of Service Provided: Human Services Consultant Construction Purchased Services
 Architectural/Engineering Concessions Other (explain) Public Defense

Address: 810 Third Ave, Suite 800 Seattle WA 98104
Street City State Zip

Contact Person: William Salen Phone: 447-3900 x737

AUTHORIZED SIGNATURE: William Salen

Name: William Salen Phone: 447-3900 x737

Title: Deputy Director

SUBSCRIBED AND SWORN TO before me this 11th day of April, 1997

Cynthia X. Downer
Notary Public in and for the State of Washington, residing at Seattle

APPROVED BY: Kathy Bil
504 Compliance Officer

4/14/97 6-7582
Date Telephone Number

CORRECTIVE ACTION PLAN TO MEET 504 ACCESSIBILITY REQUIREMENTS

The contractor is in compliance with accessibility requirement of Section 504 of the Rehabilitation Act of 1973 and does not need to take any correction action at this time.

The Contractor is out of compliance with accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and intends to take the following corrective action. (Please list all area(s) of noncompliance identified in the *Self Evaluation and Corrective Action Plan for King County Contractors*. Indicate the corrective action to be taken, and the date it will be completed. Use additional sheets as necessary.)

The Contractor has requested an Accessibility Waiver Request. (If you have been granted or have submitted an Accessibility Waiver Request, please attach.)

Prepared By: William Salen

Title: Deputy Director Date: 4/11/97

Name of Contractor: The Defender Association

Address: 810 Third Ave, Suite 800 Phone: 447-3900
x737

EXHIBIT XV

Salary Plan

1997 Kenny salary table

(includes 2.25% cola '94, 2.70% cola '95 and '95 salary parity, cola 2.25% '96, cola 2.25% '97)

<i>RANGE</i>	<i>STEP 1</i>	<i>STEP 2</i>	<i>STEP 3</i>	<i>STEP 4</i>	<i>STEP 5</i>	<i>STEP 6</i>	<i>STEP 7</i>
Defense Attorney 1	\$ 36,906	\$ 38,161					
Defense Attorney 2	\$ 40,670	\$ 43,075					
Defense Attorney 3	\$ 45,480	\$ 48,511					
Defense Attorney 4	\$ 51,543	\$ 52,798	\$ 54,053	\$ 55,307	\$ 56,557		
Public Defense Attorney 1	\$ 52,607	\$ 59,485	\$ 60,953	\$ 62,412	\$ 63,985	\$ 65,494	\$ 67,122
Public Defense Attorney 2	\$ 61,929	\$ 69,980	\$ 75,553	\$ 77,122	\$ 78,794	\$ 80,363	\$ 82,140
Public Defense Attorney 3	\$ 71,826	\$ 73,917	\$ 75,799	\$ 77,432	\$ 79,668	\$ 81,340	\$ 83,649

TDA 1997 BUDGET PLAN

CATEGORY	96 PSQ	96 TECH ADJ	97 REDUCTIONS	97 BASE	97 GROWTH	97 MAINT	97 RJC	97 COLA	TOTAL REQ
FELONY								2.25%	
LEGAL	1,428,250		(144,536)	1,283,714		10,739		29,125	1,323,578
NON-LEGAL	504,653		(32,223)	472,430				10,630	483,060
BENEFITS	362,030		(24,242)	337,788					337,788
OVERHEAD	353,883		(34,799)	319,084					319,084
TOTAL	2,648,816	-	(235,800)	2,413,016	-	10,739	-	39,755	2,463,510
JUVENILE									
LEGAL	527,581			527,581	46,244	8,208		13,096	595,129
NON-LEGAL	169,042			169,042	17,197			4,190	190,429
BENEFITS	146,593			146,593	11,247				157,840
OVERHEAD	89,416		(15,145)	74,271	568				74,838
TOTAL	932,632	-	(15,145)	917,487	75,256	8,208	-	17,286	1,018,236
KCM									
LEGAL	252,448			252,448	10,104	5,082		6,022	273,656
NON-LEGAL	56,000			56,000	2,626			1,319	59,945
BENEFITS	84,640			84,640	1,929				86,569
OVERHEAD	26,912		(9,056)	17,856					17,856
ADJUSTMENT	35,125			35,125					35,125
TOTAL	455,125	-	(9,056)	446,069	14,659	5,082	-	7,341	473,150
COC									
LEGAL	-			-				-	-
NON-LEGAL	-			-				-	-
BENEFITS	-			-				-	-
OVERHEAD	-			-				-	-
TOTAL	-			-				-	-
DRUG COURT									
LEGAL	-			-				-	-
NON-LEGAL	-			-				-	-
BENEFITS	-			-				-	-
OVERHEAD	-			-				-	-
TOTAL	-			-				-	-
SMC-GRANTS									
LEGAL	992,759		(24,465)	968,294	(485)	22,367		26,735	1,016,911
NON-LEGAL	410,793		(1,893)	408,900	(1,931)			10,988	417,957
BENEFITS	312,957		(7,182)	305,775	2,966				308,741
OVERHEAD	309,585		(1,171)	308,414	12,780				321,194
TOTAL	2,026,094		(34,711)	1,991,383	13,330	22,367	-	37,723	2,064,803
DEPENDENCY									
LEGAL	574,250		(31,420)	542,830		4,358	15,777	12,312	575,278
NON-LEGAL	200,058		(11,958)	188,100			4,787	4,232	197,119
BENEFITS	162,022		(6,668)	155,354			2,773		158,128
OVERHEAD	51,076		(13,595)	37,481					37,481
TOTAL	987,406	-	(63,641)	923,764	-	4,358	23,337	16,544	968,004
ITA									
LEGAL	286,295	7,920	(2,344)	291,871		2,133		6,615	300,620
NON-LEGAL	50,814		(392)	50,422				1,134	51,556
BENEFITS	66,556		(402)	66,154					66,154
OVERHEAD	72,493		(6,649)	65,844					65,844
TOTAL	476,158	7,920	(9,786)	474,292	-	2,133	-	7,750	484,175
SUBTOTAL									
LEGAL	4,061,583	7,920	(202,765)	3,866,738	55,863	52,888	15,777	93,904	4,085,171
NON-LEGAL	1,391,360	-	(46,466)	1,344,894	17,892	-	4,787	32,494	1,400,068
TOTAL SALARY	5,452,943	7,920	(249,231)	5,211,632	73,756	52,888	20,565	126,398	5,485,239
TOTAL BENEFITS	1,134,798	-	(38,494)	1,096,304	16,142	-	2,773	-	1,115,218
TOTAL OVERHEAD	903,364		(80,414)	822,950	13,348	-	-	-	836,297
KCM ADJUSTMENT	35,125			35,125					35,125
TOTAL CONTRACT	7,526,230	7,920	(368,140)	7,166,010	103,245	52,888	23,337	126,398	7,471,879

TDA 1997 BUDGET PLAN

CATEGORY	96 PSQ	96 TECH ADJ	97 REDUCTIONS	97 BASE	97 GROWTH	97 MAINT	97 RJC	97 COLA	TOTAL REQ
PROFESSIONAL									
LICS & CERT	7,173	-	(9)	7,163	-	-	-	-	7,163
PROF INS	83,134	-	(3,343)	79,790	-	-	-	-	79,790
MEMB & DUES	25,843	-	-	25,843	-	-	-	-	25,843
EMPY REL	(1,987)	-	-	(1,987)	-	-	-	-	(1,987)
TOTAL PROF	114,162	-	(3,353)	110,809	-	-	-	-	110,809
OFFICE OPERATIONS									
TELE-Long Dist	41,360	-	-	41,360	-	-	-	-	41,360
TELE-LOCAL	30,233	-	-	30,233	-	-	-	-	30,233
GEN SUPP	49,718	-	-	49,718	-	-	-	-	49,718
R & M EQMT	12,959	-	-	12,959	-	-	-	-	12,959
COMP SUPP	6,070	-	-	6,070	-	-	-	-	6,070
POSTAGE	16,021	-	-	16,021	-	-	-	-	16,021
PHOTO COPY	17,655	-	-	17,655	-	-	-	-	17,655
PRINTING	6,127	-	-	6,127	-	-	-	-	6,127
LIBRARY	23,553	-	-	23,553	-	-	-	-	23,553
SUBSCRIP	4,427	-	-	4,427	-	-	-	-	4,427
UTILITIES	-	-	-	-	-	-	-	-	-
GARBAGE	-	-	-	-	-	-	-	-	-
JANITORIAL	-	-	-	-	-	-	-	-	-
MISC	7,597	-	-	7,597	-	-	-	-	7,597
MESSSENGER	-	-	-	-	-	-	-	-	-
SERV CHGS	579	-	-	579	-	-	-	-	579
EQMT RENTAL	11,139	-	-	11,139	-	-	-	-	11,139
MINOR EQMT	5,564	-	-	5,564	-	-	-	-	5,564
ADVERTISING	558	-	-	558	-	-	-	-	558
TOTAL OFFICE	233,560	-	-	233,560	-	-	-	-	233,560
OVERHEAD									
SPACE RENTAL	412,805	-	(6,241)	406,564	-	-	-	-	406,564
OFFICE INS	12,077	-	-	12,077	-	-	-	-	12,077
BDG REP/MAIN	1,370	-	-	1,370	-	-	-	-	1,370
TOTAL OVHD	426,252	-	(6,241)	420,011	-	-	-	-	420,011
TRAINING									
IN HOUSE	1,652	-	-	1,652	-	-	-	-	1,652
CLE COST	19,804	-	(571)	19,233	-	-	-	-	19,233
IN-STATE	4,027	-	-	4,027	-	-	-	-	4,027
OUT-STATE	1,113	-	-	1,113	-	-	-	-	1,113
TOTAL TRAINING	26,596	-	(571)	26,025	-	-	-	-	26,025
CAPITAL EXPENDITURE									
PURCHASES	(2,411)	-	-	(2,411)	12,780	-	-	-	10,369
EQMT LEASE	20,297	-	-	20,297	-	-	-	-	20,297
LEASE IMPROV	-	-	-	-	-	-	-	-	-
TOTAL CAPITAL	17,886	-	-	17,886	12,780	-	-	-	30,666
TRAVEL									
MILEAGE	24,924	-	(1,753)	23,171	568	-	-	-	23,739
PARKING	27,866	-	-	27,866	-	-	-	-	27,866
PUBLIC TRANS	10,109	-	-	10,109	-	-	-	-	10,109
TOTAL TRAVEL	62,899	-	(1,753)	61,146	568	-	-	-	61,714
CASE RELATED									
CASE PREP	392	-	-	392	-	-	-	-	392
CLIENT EXP	781	-	-	781	-	-	-	-	781
TOTAL CASE	1,173	-	-	1,173	-	-	-	-	1,173
OTHER									
BOARD EXP	211	-	-	211	-	-	-	-	211
PROF LEG	2,880	-	-	2,880	-	-	-	-	2,880
PROF-ACTG	11,772	-	-	11,772	-	-	-	-	11,772
PROF - OTHER	5,345	-	-	5,345	-	-	-	-	5,345
VOL SERVICES	(0)	-	-	(0)	-	-	-	-	(0)
RECRUITING	550	-	-	550	-	-	-	-	550
BUSI TAXES	-	-	-	-	-	-	-	-	-
BUSI LICENSES	77	-	-	77	-	-	-	-	77
TOTAL OTHER	20,835	-	-	20,835	-	-	-	-	20,835
TOTAL CATEGORIES	903,364	-	(11,918)	824,121	13,348	-	-	-	837,468
OTHER OVERHEAD			(67,325)						
TOTAL TDA CONTRACT	7,526,230	7,920	(368,140)	7,166,010	103,245	52,888	23,337	126,398	7,471,879

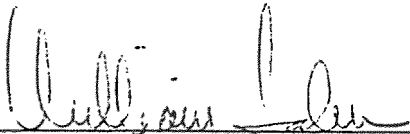
King County Statement of Recycled Paper Compliance

This statement shall be completed by all contractors who purchase paper with County funds or submit printed or photocopied materials in fulfillment of contract obligations.

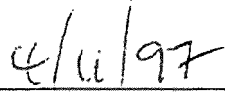
The King County Recycled Product Procurement Policy (KCC 10.16) requires contractors and consultant to use paper meeting the King County Recycled Content Standards in fulfilling contractual obligations to the county whenever practicable.

The King County *Recycled Product Vendor Directory* is available from the Purchasing Agency. It contains the King County Minimum Recycled Content Standards and a listing of vendors supplying products meeting them.

Contractor agrees to use recycled paper for printed or photocopied documents submitted in fulfillment of this contract whenever practicable.



Contractor Signature



Date

Deputy Director
The Deleter Association

Contractor Name/Title