



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 22, 2004

Ordinance 14853

Proposed No. 2004-0066.1

Sponsors Lambert

1 AN ORDINANCE authorizing and approving the 2002
2 office of the public defender contract for legal services with
3 Northwest Defenders Association.
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6 **STATEMENT OF FACTS:**

- 7 1. K.C.C. 2.60.040 requires King County council approval of all legal
8 services contracts entered into by the administrator of the office of the
9 public defender.
10 2. The county executive through the department of community and human
11 services has completed contract negotiations with Northwest Defenders
12 Association for 2002 legal defense services.

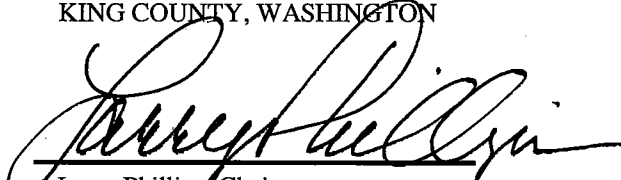
13 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

14 SECTION 1. The King County council authorizes and approves the attached
15 2002 defender association contract for legal services.
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Ordinance 14853 was introduced on 2/9/2004 and passed by the Metropolitan King County Council on 3/22/2004, by the following vote:

Yes: 13 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Pelz, Mr. McKenna, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons, Ms. Patterson and Mr. Constantine
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

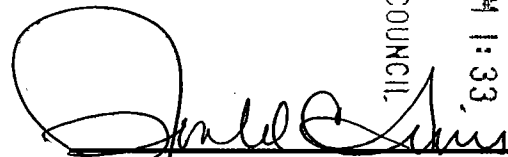

Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 29 day of MARCH, 2004.



Ron Sims, County Executive

RECEIVED
2004 MAR 30 PM 1:33
CLERK
KING COUNTY COUNCIL

Attachments

- A. Independent Contract Agreement regarding King County Department of Community and Human Services Office of Public Defense (OPD)

INDEPENDENT CONTRACT AGREEMENT REGARDING
KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
OFFICE OF PUBLIC DEFENSE (OPD)

14853

AGENCY Northwest Defenders Association
PROJECT TITLE Public Defense Legal Services
CONTRACT AMOUNT 2002: \$3,471,221; Contract #: D31240 FUND: 000000010
CONTRACT PERIOD January 1, 2002 TO December 31, 2002

THIS CONTRACT, entered into this first day of January, 2002, between KING COUNTY, STATE OF WASHINGTON, hereinafter referred to as the "County," and

Northwest Defenders Association
830 Fourth Avenue South, Suite 200
Seattle, WA 98134-1301

hereinafter referred to as the "Agency."

WHEREAS, the County has been advised that the following are the expected funding sources, funding levels and effective dates for 2002.

FUNDING SOURCES	LEVELS	EFFECTIVE DATES
County 2002	\$3,471,221	01/01/02 - 12/31/02
Federal		
State		
Private		
TOTAL 2002	\$3,471,221	01/01/02 - 12/31/02

and

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. 14265 in 2002.

WHEREAS, the County and the Agency agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services to indigent clients of the Agency.

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

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I. SCOPE OF SERVICES

The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits:

- | | |
|---|---------------------------------|
| <input checked="" type="checkbox"/> Scope of Services | Attached hereto as Exhibit I |
| <input checked="" type="checkbox"/> Payment Schedule | Attached hereto as Exhibit II |
| <input checked="" type="checkbox"/> Case Credit Application Schedule | Attached hereto as Exhibit III |
| <input checked="" type="checkbox"/> Special Services | Attached hereto as Exhibit IV |
| <input checked="" type="checkbox"/> Definitions | Attached hereto as Exhibit V |
| <input checked="" type="checkbox"/> Reporting Requirements | Attached hereto as Exhibit VI |
| <input checked="" type="checkbox"/> Monthly Expenditure Report | Attached hereto as Exhibit VII |
| <input checked="" type="checkbox"/> 2002 Personnel Inventory Report (KCC 12.16) | Attached hereto as Exhibit VIII |
| <input checked="" type="checkbox"/> 2002 Affidavit of Compliance (KCC 12.16) | Attached hereto as Exhibit IX |
| <input checked="" type="checkbox"/> Position Salary Report | Attached hereto as Exhibit X |
| <input checked="" type="checkbox"/> 504/Americans with Disabilities Act | Attached hereto as Exhibit XI |
| <input checked="" type="checkbox"/> Seattle Affirmative Action Reporting | Attached hereto as Exhibit XII |
| <input type="checkbox"/> Involuntary Treatment Supplemental Provisions | Attached hereto as Exhibit XIII |
| <input checked="" type="checkbox"/> Salary Plan | Attached hereto as Exhibit XIV |
| <input checked="" type="checkbox"/> 2002 Approved Annual Budget | Attached hereto as Exhibit XV |
| <input checked="" type="checkbox"/> Deferred Revenue Methodology | Attached hereto as Exhibit XVI |

II. DURATION OF CONTRACT

This Contract shall commence on the first (1st) day of January, 2002 and terminate the thirty-first (31st) day of December, 2002 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, 2002, will be determined based on the 2002 budgets passed by the Metropolitan King County Council and Seattle City Council.

In 2002 the parties intend to contract for approximately the same percentage of cases as in 2001 as outlined in Exhibit II, "Payment Schedule".

14853

III. COMPENSATION AND METHOD OF PAYMENT

- A. In 2002, the County shall reimburse the Agency for the services as specified in Section I in the amount not to exceed \$3,471,221 except as provided in Exhibit I.

Of the above amount, \$3,471,221 is currently available. Any obligation by the County to provide any amount beyond what is available is specifically conditioned on passage by the appropriate funding authority 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.
- C. In the event of failure to comply with any items and conditions of this Contract or to provide in any manner the work or services as agreed to herein, the County reserves the right to withhold any payment until the County is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the County's right to termination as provided in Section XIII of this Contract.

IV. OPERATING BUDGET

- A. In 2002, the Agency shall apply funds received from the County under this Contract in accordance with the approved annual budget as shown in Exhibit XV.
- B. The Agency agrees to pay attorneys salaries commensurate with the Attorney Salary Plan as adjusted by Cost of Living Adjustment (COLA), if any, found as Exhibit XIV.

V. INDEPENDENT CONTRACTOR

The Agency is, for all purposes arising out of this Contract, an independent contractor, and neither the Agency nor its employees shall be deemed employees of the County. It is expressly understood and agreed that the Agency and the Agency's employees shall in no event be entitled to any benefits to which County employees are entitled, including, but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or leave benefits. The Agency shall complete this Contract according to the Agency's own means and methods of work, which shall be in the exclusive charge and control of the Agency and which shall not be subject to control or supervision by the County, except such requirements for performance as are specified in this Contract.

VI. AGENCY'S EMPLOYEES AND EQUIPMENT

14853

The Agency agrees that it has secured or will secure at the Agency's own expense, all persons, employees, and equipment required to perform the services contemplated/required under this Contract. The Agency further agrees that any equipment or materials acquired with funds provided by this Contract shall be utilized for the purpose of performing the services contemplated/required by this Contract.

The Agency shall maintain an inventory of property purchased with funds from this Contract or depreciated during this Contract. Said inventory shall include an identification system, a record of purchase date, and price of property. Items to be included are those which are considered capital items per the definitions in Exhibit V.

VII. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Contract.
- B. The Agency further covenants and agrees that it shall maintain all records which sufficiently and properly reflect all costs and indirect costs of any nature for any subcontracts or personal service contracts. Said records shall include, but not be limited to, documentation of any funds expended by the Agency for said personal service contracts or subcontracts, documentation of the nature of the service which is rendered, and records which demonstrate the amount of time spent by each subcontractor or personal service contractor rendering service pursuant to the subcontract or personal service contract.
- C. These records shall be maintained for a period of (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- D. Willful failure to maintain or produce records or other required documentation during the time for maintenance of records may result in specific, related costs being disallowed. In the event the County has reason to believe that such a failure exists, notice shall be given to the Agency and the Agency shall respond in writing. The time for notification and response shall be the same as set forth in Section XIII.A.

If the Agency's response is deemed unacceptable, the question of whether or not specific costs are disallowed shall be determined by a County appointed, qualified independent Certified Public Accountant, in a manner consistent with generally accepted auditing standards and accounting principles. Disallowed costs may be recovered from the Agency by the County.

VIII. AUDITS, INSPECTIONS OF RECORDS, AND ANNUAL FINANCIAL STATEMENTS

- A. The Agency shall maintain records and accounts in accordance with accepted accounting practices, including records of the time spent by the Agency on each case. The Agency must ensure that OPD has full access to materials necessary to verify compliance with all terms of this contract. At any time, upon reasonable notice during business hours and as

14853

often as the County may deem necessary for a period of six (6) years, the Agency shall provide to the County right of access to its facilities, including those of any subcontractor, to auditing records, data, invoices, materials, payrolls and other data relating to all matters covered by this contract. Provided that if any such data, records or materials are subject to any privilege or rules of confidentiality the Agency must maintain such data in a form or manner to provide same to the County that will not breach such confidentiality or privilege.

The Agency shall maintain such data and records in an accessible location and condition for a period of not less than six (6) years following the receipt of final payment under this Contract, unless the County agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this paragraph, all Constitutional, statutory, and common law rights and privileges of any indigent client are not waived. Provided further that nothing in this section shall require the disclosure of the names of any client represented pursuant to RCW 13.34 et seq, or RCW 71.02 et seq, or RCW 71.05 et seq.

- B. The Agency shall have its 2002 annual financial statements audited by an independent Certified Public Accountant and shall provide the County with a copy of such audit no later than the last working day in July, 2003. The independent Certified Public Accountant shall issue an internal control or management letter and a copy of these findings shall be provided to the County along with the annual audit report. All audited annual financial statements shall be based on the accrual method of accounting for revenue and expenditures.

All audited annual financial statements shall be prepared recognizing deferred revenue at the end of the contract year. Deferred revenue is defined as the difference between the total contract amount and the value of assigned cases uncompleted at contract year-end after consideration of the degree of completion of such cases. Audits shall be prepared in accordance with Generally Accepted Auditing Standards and shall include balance sheet, income statement, and statement of changes in cash flow. The amount of revenue to be deferred shall be calculated using the methodology described in Exhibit XVI.

IX. OTHER EMPLOYMENT

The Agency agrees that its legal staff shall have as its primary employment representation of indigent clients pursuant to the terms and conditions of this Contract. The Agency further agrees that it will abide by all provisions of this Contract regarding Personal Performance of this Contract.

X. PERSONAL PERFORMANCE

A. **Personal Performance**

1. The Agency represents and warrants to the County, that while this Contract is in effect, the performance of legal services pursuant to this Contract shall not be subservient to any other obligations of the Agency.
2. The Agency further covenants and agrees that, within available resources, reasonable efforts will be made by the Agency to continue the initial attorney assigned to a client throughout any case in which representation is undertaken pursuant to the terms of this agreement, provided that nothing in this section shall prohibit the Agency from rotating attorneys through various divisions of the court system at reasonable intervals or from

7 assigning a single attorney to handle various aspects of legal proceedings for all indigent clients where such method of assignment is the most reasonable method of obtaining adequate representation for indigent clients.

- 14853
3. The Agency agrees that an attorney or a member of the Agency support staff shall visit in the King County jail or the King County Juvenile Detention facility any assigned in-custody criminal defendant, in-custody civil commitment, or dependency clients and discuss the charges for which the in-custody criminal, civil commitment or dependency client is held within one (1) working day (exclusive of weekends or holidays) from notification to the Agency of the assignment of the case and the in-custody status of the criminal, civil commitment or dependency client.
 4. The Agency further covenants that an attorney shall be required to make contact with all other indigent clients within five (5) working days from a case assignment.
 5. The Agency agrees that a preliminary written response to complaints concerning services, forwarded to the Agency by OPD, shall be made within two (2) working days of the date the OPD complaint form is received.
 6. Conflicts of interest arise in a number of circumstances in the representation of indigent defendants. While it is difficult to specifically define a conflict of interest, it is important that participants in the representation of indigent defendants be cognizant of the potential for conflicts and recognize that their management of conflicts is governed by the mandatory provisions of the Washington State Rules of Professional Conduct (RPC) as adopted in 1985 and thereafter amended and judicial interpretations of those rules. In addition to the RPC, attorneys shall refer to the American Bar Association Standards for Criminal Justice.

Upon assignment of any client to an Agency, the Agency must make diligent and reasonable efforts to obtain and review discovery. Within ten (10) days of the receipt of any discovery, whether initial or subsequent, on any case involving either an adult charged with a felony offense or juvenile charged with a felony offense, the Agency must notify OPD of any potential conflicts as defined by the Washington State Rules of Professional Conduct referenced herein.

On cases other than adult felonies and juvenile felonies, the Agency must make reasonable and diligent efforts to obtain and review discovery, within thirty (30) days of the assigned trial or dispositive hearing date.

The procedures for notifying OPD of a conflict of interest shall be documented in OPD policies, as reviewed and approved by the Agency.

7. Attorneys will make reasonable efforts to contact out-of-custody clients in Seattle Municipal Court before the pre-trial hearing.

B. Minimum Attorney Qualifications

1. Every Agency attorney shall satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court; seven (7) hours of each

year's required continuing legal education credits shall be in courses relating to criminal law practice or other areas of law in which the Agency provides legal services to clients under the terms of this Contract. The Agency will maintain for inspection on its premises records of compliance with this provision.

2. Each staff attorney representing a defendant accused of a Class A felony must have served two years as a prosecutor or as a public defender and/or been trial counsel and handled a significant portion of the trial in five felony cases that have been submitted to a jury.
3. Each staff attorney representing a juvenile respondent in a Class A felony shall meet the qualifications of (2) above or been a prosecutor or public defender for one year assigned to the prosecution or defense of accused persons and handled at least five (5) felony cases through fact finding and disposition in juvenile court.
4. Each staff attorney representing a defendant accused of a Class B or C felony, as defined in RCW 9A.20.020, or involved in a probation or parole revocation hearing must have served one year as a prosecutor or as a public defender and/or been trial counsel of record alone in five misdemeanor cases brought to final resolution, or been trial counsel alone or of record with other trial counsel and handled a significant portion of the trial in two criminal cases that have been submitted to a jury.
5. Each staff attorney representing any other client assigned through OPD shall work directly under the supervision of a senior, supervising attorney employed by the Agency. Such supervision shall provide the staff attorney with sufficient resources so the attorney will be able to handle cases on his/her own. Such determination shall be made by the supervising attorney.

C. Attorney Evaluation

The Agency director, or his/her designee, shall evaluate the professional performance of Agency attorneys annually. Evaluations should include monitoring of time and caseload records, review of case files, as well as in-court observation. The Agency shall submit to OPD a summary report of the annual attorney performance evaluations. The Agency shall make available to OPD its evaluation criteria and evidence evaluations were conducted, although all evaluations are to be confidential between the Agency's director and the Agency attorney.

D. Attorney Training

The Agency should provide sufficient training to keep all attorneys abreast of developments in criminal law, procedure, and court rules.

XI. EVALUATION GUIDELINES

OPD will review Agency caseloads and standards and support staff/attorney ratios for each area of cases. In addition, the Agency's staffing plan may be reviewed by OPD to verify that attorney experience levels and placement within the salary schedule are reasonable when compared to responsibilities or capabilities of the attorney. Provided, however, that nothing in this section

shall prohibit assigning an attorney to a program area or position requiring less experience than that attorney has and paying that attorney at a level on the pay plan that is consistent with his/her actual skills and experience, if such placement is temporary (not to exceed twelve (12) consecutive months during the contract period) or for the purposes of providing supervision, leadwork or specific needed skills to a specific category of cases, attorneys or to a specific court. Further, nothing in this section shall prohibit the use of salary freezing for persons whose salary previously exceeded the level of their placement within the Salary Plan found as Exhibit XIV.

A. The following average annual caseloads per attorney have been used in the 2002 County Budget development and will be used for the 2003 status quo budget development:

Felony	150
County Misdemeanor	450
Seattle Misdemeanor	380
Juvenile	330
Dependency	180
ITA	410
Contempt of Court	225
Drug Court	250
Becca	280

B. The Seattle-King County Bar Association (SKCBA) Task Force on Indigent Defense Services has recommended the following support staff levels. It is understood that funding under this Contract may not fully accommodate these guidelines.

Secretary	One for every four attorneys
Caseworker - Felony Division	One for every three attorneys
Caseworker - Juvenile Division	One for every four attorneys
Caseworker - Misdemeanors	One for every five attorneys
Mental Health Professional	One for every agency
Investigator - Felony Division	One for every three attorneys
Investigator - Juvenile Division	One for every four attorneys
Investigator - Misdemeanors	One for every five attorneys

C. The defender agencies may use legal interns. If they are used, they will be used in accordance with Washington State Admission to Practice Rule #9.

XII. CORRECTIVE ACTION

If the County believes that a breach of this Contract has occurred, and if the County believes said breach to warrant corrective action, the following sequential procedure shall apply:

1. The County will notify the Agency in writing of the nature of the breach;
2. The Agency shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) working days from the date of the Agency's response;

3. The County will notify the Agency in writing of the County's determination as to the sufficiency of the Agency's corrective action plan. The determination of the sufficiency of the Agency's corrective action plan will be at the sole discretion of the County; however, the County's determination of the sufficiency of the Agency's corrective action plan shall take into consideration the reasonableness of the proposed corrective action, in light of the alleged breach. In all cases where corrective action is determined by the County to be appropriate, the County shall work with the Agency to implement the plan;
4. In the event that the Agency does not respond within the appropriate time with the corrective action plan, or the Agency's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section XIII(A);
5. In addition, the County may withhold any payment owed the Agency which is directly related to the breach of the Contract or prohibit the Agency from incurring additional obligations of funds until the County is satisfied the corrective action has been taken or completed; and
6. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section III (A), and (C).

XIII. TERMINATION AND SUSPENSION

- A. The County may terminate this Contract in whole or in part upon ten (10) days' written notice to the Agency in the event:
 1. The Agency substantially breaches any duty, obligation, or service required pursuant to this Contract.
 2. The Agency engages in misappropriation of funds or fraudulent disbursement of funds.
 3. The duties, obligations, or services herein become impossible, illegal, or not feasible.

Before the County terminates this Contract pursuant to subsection XIII.A.1., the County shall provide the Agency written notice of termination, which notice shall include the reasons for termination and the effective date of termination. The Agency shall have the opportunity to submit a written response to the County within (10) working days from the date of the County's notice. If the Agency elects to submit a written response, the OPD Administrator will review the response and make a determination within ten (10) days after receipt of the Agency's response. In the event the Agency does not concur with the determination, the Agency may request a review of the decision by the County Executive. In the event the County Executive reaffirms termination, the Contract shall terminate in ten (10) days from the date of the final decision of the County Executive. If the County Executive does not make a final determination within twenty (20) days provided herein, the Contract shall remain in full force and effect until such decision is made and communicated to the Agency. Once a final determination is made by the County Executive, and if such determination sustains the decision of termination, said decision shall become effective ten (10) days from the date the final determination is made and communicated to the Agency.

In the event this Contract is terminated in whole or in part pursuant to Subsection A.1 of the Section XIII, the Agency shall be liable for damages, including the excess costs of the procurement of similar services from another source unless it is determined by the OPD Administrator that (i) no default actually occurred, or (ii) the failure to perform was without the Agency's control, fault or negligence.

- B. In the event that for any reason, expected or actual funding from any source, not to include funding appropriated by the County from County funds, shall be reduced, withdrawn, suspended, or otherwise not available, the County may suspend or terminate any portion of this Contract which relies on the reduced, withdrawn, suspended, or otherwise unavailable funds.

The County will notify the Agency in writing that the specific funding is no longer available for all or part of this Contract, and upon receipt of such notice, the Agency will be released from performing the services required under the terms of this Contract which relied upon such funding. The County will be released from contracted liability with the Agency for cases not yet assigned pursuant to portions of this Contract for which funds have not been received by the County.

In the event that any such termination or suspension is required, the termination or suspension of services required to be performed under the terms of this Contract shall be limited to such services that directly rely on such funding; the balance of this Contract shall remain in full force and effect.

- C. In the event of the termination or suspension of this Contract, the Agency shall remit any unexpended balance of funds paid for cases assigned and not completed, less the amount the County and the Agency agree shall be necessary to deliver services in those cases. The OPD Administrator may request the Agency to attempt to withdraw from any case assigned and not completed. In the event the Agency does not have sufficient funds to comply with the terms of this Contract, the County shall make every effort, within available resources, to assist the Agency. Provided that, should a court require, after the Agency has attempted to withdraw, the appearance of counsel from the Agency for any client previously represented by the Agency where such representation is no longer the obligation of the Agency pursuant to the terms of this Contract, the County will honor payment to the Agency upon judicial verification that continued representation is required. The amount to be paid to the Agency shall be on the same basis as assigned counsel payments.
- D. The Agency reserves the right to terminate this Contract with cause with thirty (30) days written notice should the County substantially breach any duty, obligation or service pursuant to this Contract. In the event that the Agency terminates this Contract for reasons other than cause resulting from substantial breach of this Contract by the County, the Agency shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the OPD Administrator that (i) no default actually occurred, or (ii) the failure to perform was without the Agency's control, fault or negligence.
- E. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Agency shall return to the County those

funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Agency by the County.

- F. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension only by mutual agreement of both parties hereto in writing.
- G. Nothing herein shall be deemed to constitute a waiver by either party of any legal right or remedy for wrongful termination or suspension of the Contract. In the event that legal remedies are pursued for wrongful termination or suspension or for any other reason, the nonprevailing party shall be required to reimburse the prevailing party for all attorney's fees.
- H. In the event of termination, suspension, or non-renewal of this Contract, all cases not required to be completed by the Agency shall be returned to the OPD Administrator for reassignment.

XIV. ASSIGNMENT/SUBCONTRACTING

- A. The Agency shall not assign or subcontract any portion of this Contract without consent of the County, and it is further agreed that said consent must be sought in writing by the Agency not less than five (5) days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to short-term personal service contracts with individuals to perform work which is under the direct supervision and control of the Agency. Any individuals entering into such short-term personal service contracts shall meet any experience requirements imposed by any terms of this Contract. Short-term contracts shall include any contract for a time period less than one (1) year. The County shall be notified if any short-term contracts are renewed, extended or repeated at any time throughout the Contract.
- B. "Subcontract" shall mean any agreement between the Agency and a sub-contractor or subcontractors that is based on this Contract, provided that the terms "subcontract" or "subcontractors" do not include the purchase of support services that do not directly relate to the delivery of legal services to indigent clients of the Agency.
- C. "Personal Service Contract" shall mean a contract for the provision of professional services which includes but is not limited to counseling services, consulting services, bookkeeping services, accounting services, social work services, investigator services and legal services.

XV. CHANGES

Either party may request that the provisions of this Contract be subject to renegotiation. After negotiations have occurred, any changes which are mutually agreed upon shall be incorporated by written amendments to this Contract. There shall be no oral representations or understandings which shall in any way modify or affect this agreement unless said oral representation or understandings are committed to writing and become a part of this agreement.

XVI. FUTURE FUNDING COMMITMENTS

The County makes no commitments to support and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XVII. HOLD HARMLESS AND INDEMNIFICATION

- A. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes to Agency employees or others by reason of the Contract. The Agency shall protect, indemnify, and save harmless the County and the State of Washington, their officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from (1) Agency's failure to pay any compensation, wages, benefits or taxes; and (2) the supplying of work, services, materials, or supplies by Agency employees or others in connection with the performance of this Contract.
- B. The Agency agrees that it is financially responsible and liable for and will repay the County for any independent County or State audit finding of noncompliance with the terms of this contract due to the negligence or intentional acts of the Agency, its officers, employees, representatives or agents. The duty to repay the County shall not be diminished or extinguished by the prior termination of the contract pursuant to Section II or XIII.
- C. The Agency shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of the Agency, its officers, agents, and employees, or any of them, relating to or arising out of the performance of this Contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the agency shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit. If final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.

The County shall indemnify and hold harmless the Agency and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omission of the County, its officers, agents, and employees, or any of them, relating or arising out of the performance of this Contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Agency, the County shall defend the same at its sole cost and expense and if final judgment be rendered against the Agency and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- D. Without limiting the Agency's indemnification, it is agreed that the Agency shall maintain in force, at all times during the performance of this Contract, a policy or policies of insurance covering its operation.

1. General Liability Insurance

The Agency shall maintain continuously public liability insurance with limits of liability not less than: \$250,000 each person, personal injury, \$500,000 each occurrence, property damage, liability, or a combined single limit of \$500,000 each occurrence, personal injury and/or property damage liability.

Such insurance shall include King County as an additional insured and shall not be reduced or canceled without thirty (30) days' prior written notice to the County. The Agency shall provide a certificate of insurance or, upon written request of the County, a duplicate of the policy as evidence of insurance protection.

2. Professional Liability Insurance

The Agency shall maintain or ensure that its professional employees or contractors maintain professional liability insurance for any and all acts which occur during the course of their employment with the Agency for representation of clients pursuant to this agreement in the event the service delivered pursuant to this Contract, either directly or indirectly, involve providing professional services.

For purposes of this Contract, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. The Agency further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance to include but not be limited to the amount of the deductible under the insurance policy. Provided that the Agency shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the County. Provided further, that the Agency shall not be required to make payments other than its judicially determined percentage, for any professional liability where such payments are required as a result of a determination of a court of competent jurisdiction that the payments are the result of the comparative negligence of the County.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the County. The Agency shall provide certificates of insurance or, upon written request of the County, duplicates of the policies as evidence of insurance protection.

3. Automobile Insurance

The Agency, which term shall include but is not limited to any employee, agent, subcontractor or designee of the Agency, shall maintain in force at all times during the performance of this contract, a policy or policies of insurance covering any automobiles owned, leased, hired, borrowed or used by the Agency to transport clients of the Agency.

In the event that services performed pursuant to this Contract involve transportation of clients, coverage shall be at least as broad as Insurance Services form number CA0001 (Ed. 12-90), covering Business Auto Coverage code 1 "any auto", or the appropriate coverage provided by symbols 2, 7, 8, or 9.

Such insurance policy or policies shall specifically name King County as an additional insured. Said insurance coverage shall be primary insurance with respect to King County, and any insurance, regardless of the form, maintained by King County shall be excess of any insurance coverage which the Agency is required to maintain pursuant to this contract.

Automobile liability as stated herein shall be maintained at \$500,000 combined single limit per accident for bodily injury and property damage.

4. **Workers' Compensation**

The Agency shall maintain Workers' Compensation coverage as required by the Industrial Insurance Act of the State of Washington.

The policy or policies of insurance shall not place any limitation on the protections afforded King County as an additional insured and the policy shall require thirty (30) days' notice to King County in the event of reduction of coverage, voiding of coverage, cancellation of coverage, or nonrenewal of coverage.

The Agency shall provide a certificate of insurance or, upon written request of the County, a certified copy of the policy as evidence of insurance protection.

Any policy or policies of insurance are to be placed with insurers with a Best's rating of no less than A: VII. No policy or policies of insurance under this section may be changed in any manner without thirty (30) days' prior written notice to the County. The Agency shall provide a certificate of insurance or, upon request of the County, a certified copy of the policy as evidence of insurance protection.

Any deductible and/or self-insured retention shall not apply to the Agency's liability to the County and shall be the sole responsibility of the Agency.

XVIII. BOARD OF DIRECTORS

The Agency shall have a Board of Directors, a majority of whom must be neither staff members nor relatives of staff members or directors of the Agency. The Agency shall provide OPD with the names, addresses, and professions of members of the Board of Directors and a copy of the by-laws. The Agency shall provide OPD with timely notification of changes in membership, and by-laws.

XIX. REPORTS

All such reports as are required under the terms of this Contract shall be submitted to OPD via electronic media (e-mail attachment or diskette) within the time limits for each report as delineated in Exhibit VI.

- A. **Position Salary Profile:** The Agency shall submit to OPD on the last working day in January and by the 15th day of the first month of each quarter, via electronic media (e-mail attachment or diskette), a profile of Full-Time Equivalent (FTE) positions for both legal and support staff distributed by program area. The report will designate the name and salary for

each RFE in the format prescribed in Exhibit X. OPD will release this information only as provided by law.

- B. **Bar Complaints:** The Agency will immediately notify the OPD Administrator in writing when it becomes aware of any complaint lodged against one of its attorneys with the Washington State Bar Association which has resulted in either reprimand, suspension, or disbarment for any attorney who is a member of the staff or working for the Agency on short-term personal service contract.
- C. **Caseload Reports:** The Agency will report monthly closed case reports to the OPD Administrator via electronic data transfer.
- D. **Expenditure Reports:** Within twenty (20) days of the last day of each calendar month, the Agency will certify to OPD a monthly report of the prior month's expenditures for each type of case handled, via electronic media (e-mail attachment or diskette). Expenditure reporting shall be on a modified accrual basis.
- E. **Annual Attorney Evaluation Report:** The Agency shall submit to OPD a summary report of the annual attorney performance evaluations as specified in Section X.C. via electronic media (e-mail attachment or diskette).
- F. **Annual Subcontract Attorney Use Report:** If the Agency uses any subcontract attorneys, the Agency shall submit to OPD a summary report via electronic media (e-mail attachment or diskette)
- G. Failure to submit required reports may be considered a breach of this contract and may result in the county withholding payment until the required reports are submitted and/or invocation of the corrective action procedures in Section XII.

XX. RESPONSIBILITY OF MANAGING DIRECTOR OF AGENCY

The managing director of the Agency shall be an attorney licensed to practice law in the State of Washington. The managing director of the Agency shall be ultimately responsible for receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs provided pursuant to this Contract.

XXI. NONDISCRIMINATION

- A. King County Code Chapters 12.16 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minority and women in the workforce of the Agency shall be required, and the Agency is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis

of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.

The Agency shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

- C. During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupational qualification;
 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
 7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:

- a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
- b. The employer informs employees of the requirement and the consequences of violating the rule.

D. Reporting

1. The Agency entering into a contract or agreement with King County valued at \$25,000 or more shall submit with this contract a total Personnel Inventory Report providing employment data for minorities, females, and persons with disabilities.

Subject to the provisions of KCC Chapter 12.16.060, the Agency's personnel inventory report shall be effective for two years after the date on which the report was submitted.

2. The Agency entering into a contract with King County valued at more than \$25,000, or contracts which in the aggregate have a value to the Agency of more than \$25,000 should submit an affidavit of compliance in the form provided by the County, demonstrating commitment to comply with the provisions of KCC Chapter 12.16 in accordance with paragraph A of this Section XV.

The Agency shall complete the affidavit of compliance provided by the County and attach the original, notarized, completed form to this Contract. Subject to the provisions of KCC Chapter 12.16.060, the Agency's affidavit of compliance shall be effective for two years after the date on which the report was submitted.

If the Agency engages in unfair employment practices as defined above, remedies as set forth in KCC Chapter 12.18 shall be applied.

The Agency will complete all reports and forms (including Department of Social and Health Services non-discrimination forms, where applicable) provided by the County and will otherwise cooperate fully with the County in monitoring and assisting the Agency in providing nondiscriminatory programs.

XXII. NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE subcontractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or proposer for their M/WBE utilization or M/WBE status. The completion of County M/WBE forms which may be included in the contract documents is not required, provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. During the term of this Contract, the Agency shall not create barriers to open and fair opportunities for M/WBEs to participate in all County contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and

services. In considering offers from and doing business with subcontractors and suppliers, the Agency shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

- C. The Agency shall maintain, until at least 12 months after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Agency shall also maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Contract. The Agency shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Agency shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- D. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to open competitive opportunities for M/WBEs:
- Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs of contracting and subcontracting opportunities.
 - Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 - Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
 - Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
 - Providing M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 - Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of M/WBEs.
- E. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Agency may be subject to damages and sanctions provided for by contract and by applicable law.

XXIII. SECTION 504 AND AMERICANS WITH DISABILITIES ACT

The agency has completed a 504/ADA Self-Evaluation Questionnaire for all programs and services offered by the Agency (including any services not subject to this Contract); and has

evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504") and the Americans with Disabilities Act ("ADA"). The Agency has prepared a 504/ADA Assurance of Compliance, and corrective action plan as needed for structural, programmatic, and/or service changes necessary at each of its premises within the State of Washington to comply with 504 and the ADA, and it is attached as an exhibit to this Contract and is incorporated herein by reference.

XXIV. SUBCONTRACTS AND PURCHASES

The Agency will include the above Sections XXI, XXII, and XXIII in every subcontract or purchase order for goods or services which are the subject matter of this Contract.

XXV. CONFLICT OF INTEREST

KCC Chapter 3.04 is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

- A. The Agency covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Agency shall take appropriate steps to assure compliance with this provision.
- B. If the Agency violates the provisions of Subsection XXV.A. or does not disclose other interest required to be disclosed pursuant to KCC Chapter 3.04, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section XIII. above, as well as any other right or remedy provided in this Contract or law.
- C. Interests of Agency Directors, Board Directors and Employees.

The following costs shall be disallowed and shall be considered a conflict of interest without prior disclosure and approval by the Administrator of OPD:

1. The employment of an individual, either as an employee of the Agency or as an independent consultant, who is either: (a) related to an Agency director, or member of the Board of Directors; (b) employed by a corporation owned by an Agency director or member of the Board of Directors, or relative of an Agency director or member of the Board of Directors. This provision shall not apply when the total salary to be paid to the individual pursuant to his/her employment agreement or employment contract would be less than \$500 per annum.
2. The acquisition or rental of real and/or personal property owned or rented by either: (a) an Agency officer, (b) an Agency director, (c) an individual related to an Agency officer or Agency directors, or (d) a corporation owned by the Agency, an Agency director, an Agency officer, or relative of an Agency officer or director.

XXVI. DISBURSEMENT POLICIES

The funds provided by the County to the Agency pursuant to the terms of this Contract are for all expenses which are directly and legitimately related to the performance of the provisions of this Contract.

XXVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office.

XXVIII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be:

1. In writing; and
2. Directed to the Chief Executive Officer of the Agency and the director/manager of the County department/division specified on page one (1) of this Contract.

Any time which a party must take some action shall be computed from the date the notice is received by said party.

XXIX. RESERVES AND PREPAYMENTS

Reserves at December 31st, 2002 shall be the balance in the current fund excluding long term assets and liabilities. At a minimum, reserves shall be maintained for the following purposes: cash flow needs, capital needs, deferred revenue, and contingencies. Reserves may also be maintained for other revenues and salary increases. Guidelines for maintenance of reserves are given below:

1. **Cash Flow Needs** - Funds which represent planned expenditure during the subsequent contract year.
2. **Capital Replacement** - An amount equal to depreciation of assets as stated in the Agency's most recent financial statements, and an amount equal to the additional funds required above depreciation to replace existing capital items.
3. **Additional Capital Needs** - An amount equal to funds required for purchase of new, or replacement items.
4. **Contingency** - set asides for anticipated costs which do not fall into categories 1, or 2, or 3.
5. **Unanticipated Contingency** - set aside for unanticipated needs equal to two percent (2%) of contract value in the subsequent year for contracts of two million dollars (\$2,000,000) or more; equal to five percent (5%) on contract value for contracts less than two million dollars (\$2,000,000).

6. **Deferred Revenue** - An amount equal to the Agency's deferred revenue. Deferred revenue will be recognized at the end of the accounting period. The amount shall be computed using the schedule developed by OPD and the Agency (Exhibit XVI), subject to the definition in Section VIII.B.
7. **Other Revenues** - An amount equal to balances from other revenue sources other than this Contract or any contract entered into between the County and the Agency subsequent to December 31, 1983. This amount shall be established in the annual financial statements.

XXX. ATTORNEYS FEES

In the event that either party pursues legal remedies, for any reason, under this agreement, the non-prevailing party shall reimburse costs and attorneys' fees of the prevailing party.

XXXI. RECYCLED PRODUCT PROCUREMENT

The Agency shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper.

If the cost of recycled paper is more than 15% higher than the cost of non-recycled paper, the Agency may notify the Contract Administrator, who may waive the recycled paper requirement.

The Agency shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical at the fulfillment of this Contract.

XXXII. THE PARTIES' ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this agreement unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXXIII. DEFINITIONS

14853

Except where specifically defined within the body of this Contract, all terms in this Contract shall have their usual and ordinary meaning.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first hereinabove written.

COUNTY:

AGENCY:

FOR

Signature - King County Executive

Signature

Name

Name

Title

Title

Date

Date

Approved as to Form:

SPECIAL DEPUTY PROSECUTOR
Deputy Prosecuting Attorney
for
NORM MALENG
King County Prosecuting Attorney

Date

EXHIBIT I

14853

**Scope of Services
Northwest Defenders Association**

A. Services Required

The services required in the 2002 portion of this Contract are defined for all program areas except King County misdemeanors as follows: Public defense attorney services for the completion of 2002 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 2002 portion of this Contract for King County District Courts are based on 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, 1997 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 2002 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 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 scheduled 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 2002 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	2002 Total Agency Caseload at KCCF	Agency's Annual % of Total OPD Caseload	Quarterly Variance Percent	Yearly Variance Percent	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	TOTAL
Felony*	1,952	25.56%	7.5%	2.5%	488	488	488	488	1,952
KCM	376	4.62%	10.0%	5.0%	94	94	94	94	376
Juvenile	330	5.66%	10.0%	5.0%	82	82	83	83	330
Dep.	90	4.85%	10.0%	5.0%	22	22	23	23	90
Becca	219	22.82%	10.0%	5.0%	54	55	55	55	219
SMC	2,549	31.70%	10.0%	5.0%	637	637	637	638	2,549

*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 a contract between the parties by March 15, 2002, specifying the payment to be made to the Agency for 2002, 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 2002 or the previous year, whichever is lower.

The parties anticipate that they will enter negotiation to deliver indigent defense services for the 2002 period. In the event the parties do reach agreement to provide services in 2002, and the Agency accepts case assignments for the County in 2002, and in the event that the County Executive does not sign and forward a contract to the Metropolitan King County Council by March 15, 2002, the Agency has no obligation to accept any new additional cases from the County after March 15, 2002, above the 2002 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 2002 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 \$9,627 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 2002. 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

14853

**Payment Schedule
Northwest Defenders Association**

This Payment Schedule shall pertain to all cases assigned to the Agency from January 1, 2002 to December 31, 2002. In 2002, 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>
CX Administrative Cost	Jan-Oct	0	0
	Nov	271,743	271,743
	Dec	24,704	24,704
			\$296,447
Felony , including the following services: Plea Calendar; Case Setting; Trial Call Calendar; Out-of-Custody Omnibus Hearing; In-Custody Omnibus Hearing; Motions Calendar; Bond Hearings; VUCSA Fast-Track; Weekly Trial Status Meeting	Jan-Oct	161,469	1,614,690
	Nov	(458,943)	(458,943)
	Dec	105,068	105,068
			\$1,260,815
King County Misdemeanor , including the following services: KCCF & RJC In-Custody Calendar; Domestic Violence Calendar; KCCF & RJC Change of Venue, KCCF & RJC First Appearance; KCCF & RJC Probation Revocation Calendar; King County 24-Hour Emergency Phone	Jan-Oct	0	0
	Nov	76,851	76,851
	Dec	6,986	6,986
			\$83,837
Juvenile , including the following services: Juvenile First Appearance Calendar; Diversion Calls	Jan-Oct	0	0
	Nov	90,662	90,662
	Dec	8,242	8,242
			\$98,904
Dependency , including Dependency AOD Calendar in Seattle and RJC	Jan-Oct	0	0
	Nov	90,662	90,662
	Dec	8,242	8,242
			\$98,904
Becca	Jan-Oct	6,868	68,680
	Nov	(2,755)	(2,755)
	Dec	5,993	5,993
			\$71,918
Seattle Misdemeanor , including the following Services: In-Custody Sunday Arraignment; Readiness Calendar; Tuesday Evening Pre-trial Calendar	Jan-Oct	130,384	1,303,840
	Nov	126,523	126,523
	Dec	130,033	130,032
			\$1,560,395
TOTAL	Jan-Oct	298,721	2,987,210
	Nov	194,743	194,743
	Dec	289,268	289,268
			\$3,471,221

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

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

14853

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
- Atty/Day or substantial advice 1/10 case credit

Becca

- Truancy: One initial and two review hearings 1 case credit
- Review or other hearing .33 case credit

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

- One completed case 1 case credit
- Review or other hearing .33 case credit

Juvenile Dependency

- A dependency case, per Exh. V.2.i 1 case credit
- Dependency review per Exh. V.2.j 2/5 case credit
- Dependency trial per Exh. V.2.k(1) 1/2 case credit
- Termination trial per Exh. V.2.k(2) 1 case credit
- Atty/Day or substantial advice 1/10 case credit

Civil Contempt

- From initial assignment up to and including 3 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**.

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.

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:

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

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.

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.

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.

Definitions

The following definitions control the interpretation of this Contract:

1. Indigent: An indigent defendant, parent, or juvenile is a person determined indigent by the County or Court as being eligible for a court-appointed attorney, pursuant to RCW 10.101.
2. Case:
 - a. Felony or Misdemeanor Case: A case is any one charge or series of related charges filed against one defendant in a single citation, complaint or information or in the case of misdemeanors a series of citations set for one court hearing, that will ultimately lead to one disposition. Multiple charges defined herein as a single "case" shall be recorded by OPD and the Agency using the first citation or cause number listed on the assignment sheet.

In the event that a series of related charges or a series of citations originally defined herein as a single "case" are subsequently set for separate disposition hearings or trials, each such charge or citation requiring a hearing or trial shall constitute a separate "case" and upon notification, accompanied by appropriate court document, OPD shall make a separate assignment of such "case(s)" to the Agency.

A completed case involves all necessary legal action from arraignment through disposition or the necessary withdrawal of counsel after the substantial delivery of legal services.

Disposition shall mean the dismissal of charges, the entering of an order of deferred prosecution, an order or result requiring a new trial, imposition of sentence, or deferral of same, or dispositional continuance and any other hearing on that cause number that occurs within thirty (30) days of sentence, deferral of sentence, the entry of an order of deferred prosecution, or a dispositional continuance. A restitution hearing ordered at the time of original disposition, whether it is held within 30 days or subsequently, shall be included as part of the case credit as defined by this disposition description. It shall include the filing of a notice of appeal, if applicable. It shall not include a felony or misdemeanor probation review unless such review occurs within 30 days of disposition. Additionally, it shall not include any hearing ordered at the conclusion of a deferred sentence unless such hearing occurs within 30 days of sentencing.

In the event that once a case assignment has been made by OPD, and the Agency has begun delivery of legal services, the defendant respondent absconds for a period of ninety (90) days or more, upon reaprehension, the allocation of a new case credit or partial case credit based on the amount of legal services delivered prior to the absconding shall be determined by mutual agreement of the Agency and OPD.

If, after initial assignment, additional charges are filed under the same cause number against the same defendant respondent, and said charges arise out of a different allegation or series of allegations unrelated by transaction to the first charges, then additional credit or credits shall be determined and assigned by mutual agreement of the Agency and OPD. Felonies filed in Seattle District Court as expedited shall receive one misdemeanor credit. If the case is subsequently refiled in Superior Court the Agency shall receive an additional felony credit.

- b. Felony/Probation Review: A felony/probation review shall include legal representation at any hearing or hearings arising from a single notice of hearing subsequent to disposition of the case. Areas within this category shall include, but not be limited to, probation reviews, revocations, early release, conditional release, safe-to-be-at-large, temporary release, medical release, restitution, et al.
- c. Misdemeanor Appeal: A misdemeanor appeal involves filing the notice of appeal, if necessary, perfecting the record following the filing of the notice of appeal, preparation of the transcript pursuant to Rule 6.3a RALJ, preparing such briefs and memoranda as are required, arguing the case in Superior Court, and handling such paperwork as the Superior Court's decision and orders direct.

Misdemeanor Writ: A writ involves filing notice, perfecting the record, preparing such briefs and memoranda as required, arguing the case in Superior Court and handling such paperwork as the Superior Court's decision and orders direct.

- d. Juvenile Offender Case: A juvenile offender case is any one charge or series of related charges filed against one juvenile respondent in one information.

A completed case involves all necessary legal action from arraignment through disposition or the necessary withdrawal of counsel after substantial delivery of legal services.

Disposition shall mean the dismissal of charges, an order or result requiring a new trial, imposition of sentence, or deferral of same, and any other hearing on that cause number that occurs within thirty (30) days of sentence, or deferral of sentence. It shall include the filing of a notice of appeal, if applicable.

In the event that once a case assignment has been made by OPD, and the Agency has begun delivery of legal services, the defendant absconds for a period of ninety (90) days or more, upon reaprehension, the allocation of a new case credit or partial case credit based on the amount of legal services delivered prior to the absconding shall be determined by mutual agreement of the Agency and OPD.

If, after initial assignment, additional charges are filed under the same cause number against the defendant, and said charges arise out of a different allegation or series of allegations unrelated by transaction to the first charges, then additional credit or credits shall be determined and assigned by mutual agreement of the Agency and OPD.

- e. Juvenile Offender Modification/Review: A juvenile offender modification/review shall include a hearing or hearings related to the allegations contained in the notice of the modification/review. In the event that the juvenile respondent has several notices of modification/review because of different cause numbers and all such modifications/reviews are heard at one single hearing, then such hearing shall constitute one completed juvenile offender modification/review.
- f. Juvenile Offender Restitution Hearing: A juvenile offender restitution hearing consists of a hearing or hearings related to the determination of amounts of restitution or the subsequent modification of restitution schedules set by the court for the particular juvenile offender. In the event that the juvenile has several pending restitution hearings and such hearings are all heard at

the same hearing, then such completed hearing shall constitute one completed restitution hearing for purpose of credit under the payment schedules of this Contract.

- g. Child in Need of Services Petition: A Child in Need of Services (CHIN) petition (including Youth At Risk) involves the representation of one child or one parent/parents from the filing of the petition through determination of services. In the event that a court consolidates a truancy matter, including a fact finding, with proceedings under a Youth at Risk or Child in Need of Services Petition, the Agency shall receive additional credit for the truancy representation under Exhibit III above.
- h. Child in Need of Services Review: A Child in Need of Services (including Youth At Risk) Review shall include all legal services necessary to represent the child or parent/parents from notice of said review to the conclusion of said review hearing.
- i. Truancy: A petition filed under RCW 28A.225.030. A case assignment will be made by OPD when a signed judicial order requiring appointment of counsel is received by OPD.
- j. Dependency Case: A dependency case is legal representation of an assigned client
 - (1) from the initial shelter care review to the setting of a dependency fact-finding date. Should an agreed order of dependency be entered or other dispositional action occur on or before the date of the thirty-day shelter care review, it shall be considered part of the dependency case; or
 - (2) from the filing of a termination or guardianship petition to the setting of a termination or guardianship trial date. Should an agreed order of termination or guardianship be entered on or before the first scheduled review, it shall be considered part of the dependency case.

A closed case report shall be submitted to OPD at the conclusion of a dependency case.

- k. Dependency Review Hearing: A dependency review shall include legal representation at any hearing or hearings related to the original dependency filing, excluding the initial review, the thirty-day shelter care review and the dispositional hearing, which are covered in Sections i and k of Exhibit V.2. Areas included within this category shall include, but not be limited to shelter care, visitation, and six-month reviews, or other reviews or hearings set by the court. In the event that a court consolidates a family court matter with proceedings under a dependency petition, the Agency shall receive additional dependency review credits under this section for representation involving other issues in the consolidated matter.

A closed case report shall be submitted to OPD at the conclusion of a dependency review.

l. Dependency Trial/Termination or Guardianship Trial:

- (1) A dependency trial shall include:
 - a) A fact finding for a dependency and the preparation for said fact finding or the entry of an agreed order of dependency and agreed disposition order at the time of the scheduled dependency fact finding hearing, or
 - b) Entry of an agreed order of dependency and any contested hearing or hearings related to the dispositional order pursuant to the agreed order.

- (2) Termination trial shall include a fact-finding on a termination petition or guardianship petition and the preparation for said fact finding or entry of an agreed order regarding termination or guardianship petition at the time of the scheduled fact-finding.

A closed case report shall be submitted to OPD at the conclusion of a dependency trial or termination trial as defined above.

m. Involuntary Commitment Cases:

- (1) An involuntary treatment case shall include any hearing on a petition for involuntary treatment, under one cause number including a hearing for probable cause or any petition for additional confinement of a mentally disabled person under the same cause number pursuant to RCW 71.05.280; except such hearings defined in (2) and (3) below.
- (2) Any involuntary treatment case which went to a 180-day hearing following a petition filed pursuant to RCW 71.05.320 shall be considered a separate case and shall be billed by client name and shown separately. When a new docket number is assigned and the first court appearance is a 180-day hearing, the Agency will receive case credit and payment for either the assignment of the new docket number or the 180-day hearing, but not both.
- (3) A hearing held pursuant to a petition for involuntary administration of medications shall be considered a separate case.
- (4) An alcohol involuntary commitment proceeding filed pursuant to RCW 70.96A including all hearings under the same cause number shall be considered one case.
- (5) A drug-related involuntary commitment filed pursuant to RCW 70.96A including all hearings under the same cause number shall be considered one case.

n. Civil Contempt Case: A civil contempt case shall include legal representation up to a maximum of three (3) hearings, related to a contempt citation and shall be limited to cases where the factual likelihood of loss of liberty arises from an act of King County or the State of Washington. It shall not include legal representation on matters unrelated to the penalties for contempt.

3. Legal Services: The services the Agency is to provide are legal defense services only and do not include extraordinary expense incurred in the defense of indigents. The allowance of extraordinary expenses at County cost will be determined by a court of competent jurisdiction in accordance with law.
4. Fraudulent Disbursement: Fraudulent disbursement shall be defined as the disbursement of any funds provided under the terms of this Contract where the object of such disbursement includes bad faith, dishonesty, or where the purpose of such disbursement is to defraud the County.
5. Misappropriation of Funds: Misappropriation of funds shall be defined as the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the appropriation disbursement of funds for which prior approval is required but is not obtained.

6. **Extraordinary Expenses:** Extraordinary expenses shall mean those expenses which are not usually covered or reimbursed by OPD, including such things as expert witness services, language translators, and laboratory analysis. It is anticipated that payment for such extraordinary costs will be applied for in the appropriate courts by motion.
7. **Capital Item:** Any durable item with a multi-year life expectancy and a single item cost in excess of \$1,000, excluding tax. Single items costing \$1,000 or less are considered minor equipment and tools, if they do not clearly fit any other subcategory of the Office Maintenance and Operations category in the expenditure report.
8. **Status Quo Budget:** The status quo budget shall mean the current year's adopted budget adjusted as defined by the King County Office of Financial Management in its annual instructions. The adjustments will be applied to the current year's service levels and volumes of activity with intent of determining the probable cost of said service levels and budgets in the subsequent budget year. Common adjustments have been elimination of one-time only expenditures; annualized expenditures budgeted for only part of the current year which will be budgeted for the full year in the following years; and built-in inflation assumptions.
9. **Expenditure Categories:** Expenditure categories shall mean the following nine categories, which shall be construed to include all allowable Agency expenditures:
 - I. **Personnel expenditures** including salaries and bonuses for all Agency personnel, contract payments to individuals who are supervised by Agency personnel, payments to Rule 9 and student interns and to work study students.
 - II. **Employee benefit expenditures** including employer costs for FICA, unemployment insurance, workmen's compensation (industrial insurance), health insurance(s), disability insurance, retirement contributions, commuting expenses paid as employee benefits, professional licenses and certificates, professional liability insurance, employer paid memberships, and employee relations.
 - III. **Office maintenance/operations expenditures** shall include telecommunications, postage, photocopying, computer and general office supplies, library maintenance, other subscriptions, printing, minor equipment (durable items costing less than \$1,000), furniture and equipment repair, film processing, advertising, utilities, janitorial service, service charges, software and software maintenance, and messenger service. Leases for office equipment shall not be included in this category.
 - IV. **Overhead/occupancy expenditures** shall include space rental, office/liability insurance, building repairs and maintenance, and relocation expenses.
 - V. **Training expenditures** shall include training materials, in-house training, continuing legal education costs (net of any reimbursements received by the Agency), in-state conference and training costs, and out-of-state conference and training costs.
 - VI. **Capital expenditures** shall include the cost of durable items costing \$1,000 or more, equipment lease payments, and leasehold improvements.

- VII. **Travel expenditures** shall include travel related to delivery of legal services including mileage, parking and public transportation.
- VIII **Case-related expenditures** shall include specific case preparation and client-related costs, (net of any reimbursements received by the Agency).
- IX. **Other expenditures** shall include expenses of the Board of Directors, legal professional services, accounting services, other professional services, and business licenses, fees and taxes.

2002 Reporting Requirements

Compliance with the terms of this contract requires the following reports to be submitted at the times indicated in this exhibit. The reports are described in the indicated sections of this contract. Forms will be supplied by OPD.

Contract Section	Report Title	Prerequisite to Signed Contract X = Yes	2002 Due Dates
IV.	Approved Annual Budget	X	01/15/02
IV.	Variance Explanation		As required by Contract
VIII.B.	Annual Financial Statements		07/31/03
XII.	Corrective Action Plans		As required by Contract
XVII.D.	Certificate of Insurance: Liability and professional	X	Varies with agency renewal dates
XVIII.	Board of Directors	X	01/15/02
XIX.A.	Position Salary Profile		01/31/02 04/15/02 07/15/02 10/15/02
XIX.B.	Bar Complaints		As required by Contract
XIX.E.	Annual Attorney Evaluation Report		04/15/02
XIX.F.	Annual Subcontract Attorney Use Report		04/15/02
XIX.C. XIX.D. Exh. VIII.	Monthly Closed Cases Monthly Expenditures Personnel Inventory Report Certs		02/20/02 03/20/02 04/20/02 05/20/02 06/20/02 07/20/02 08/20/02 09/20/02 10/20/02 11/20/02 12/20/02 01/20/03

EXHIBIT VII

2002 Monthly Expenditure Report

	Admin.	Felony	Cplx. Lit.	Juvenile	Dep.	KC Misd.	SMC	ITA	TOTAL
I. PERSONNEL									
A. LEGAL STAFF									
1. Salaries									
2. Bonuses									
3. Contract/Short Term Payments									
4. Interns/Workstudy									
SUBTOTAL									
B. SUPPORT STAFF									
1. Salaries									
2. Bonuses									
3. Contract/Short Term Payments									
4. Interns/Workstudy									
SUBTOTAL									
TOTAL PERSONNEL									
II. BENEFITS									
A. EMPLOYER-PAID									
1. FICA									
2. Unemployment Insurance									
3. Industrial Insurance									
4. Health Insurance									
5. Disability Insurance									
6. Life Insurance									
7. Retirement									
8. Employee Relations									
9. Other (Specify)									
SUBTOTAL									
B. PROFESSIONAL									
1. Licenses and Certificates									
2. Professional Insurance									
3. Memberships									
SUBTOTAL									
TOTAL BENEFITS/PROFESSIONAL									

14853

	Admin.	Felony	Cplx. Lit.	Juvenile	Dep.	KC Misd.	SMC	ITA	TOTAL
III. OFFICE MAINTENANCE/OPERATIONS									
A. Telephone/Long Distance									
B. Telephone/Local									
C. General Office Supplies									
D. Furniture/Equipment/Repair/Maint.									
E. Computer Supplies									
F. Postage									
G. Photocopying									
H. Printing									
I. Library									
J. Subscriptions									
K. Utilities									
L. Garbage									
M. Janitorial Services									
N. Miscellaneous									
O. Service Charges									
P. Messenger Service									
Q. Minor Equipment									
TOTAL MAINTENANCE/OPERATIONS									
IV. OVERHEAD (OCCUPANCY)									
A. Space Rental									
B. Office Insurance									
C. Building Repairs/Maintenance									
TOTAL OVERHEAD									
V. TRAINING									
A. Materials/In-House Training									
B. CLE Costs (net reimbursement)									
C. In-State Conferences/Training									
D. Out-of-State Conferences/Training									
TOTAL TRAINING									
VI. CAPITAL EXPENDITURES									
A. Capital Purchases									
B. Equipment Lease/Payments									
C. Leasehold Improvements									
TOTAL CAPITAL EXPENDITURES									

14853

10:27 AM - 11/14/03

14853

	Admin.	Felony	Cplx. Lit.	Juvenile	Dep.	KC Misd.	SMC	ITA	TOTAL
VII. TRAVEL									
A. Office Mileage									
B. Parking (work related)									
C. Public Transportation									
TOTAL TRAVEL									
VIII. CASE RELATED									
A. Case Preparation									
B. Client Expense									
TOTAL CASE RELATED									
IX. OTHER									
A. Board Expenses									
B. Legal Professional Services									
C. Accounting Services									
D. Other Professional Services									
E. Business Taxes (if app.)									
F. Business Licenses/Fees									
TOTAL OTHER									
TOTAL ALL CATEGORIES									
% BY PROGRAM AREA TOTAL EXPENDITURES	%	%	%	%	%	%	%	%	%

INSTRUCTIONS

14853

1. Identification of Items: It is not necessary to use the roman numeral and capital letter identification system in the report. It is necessary to use the titles, categories, and subtotals given in the OPD format. Please do not combine categories.
2. Categories: Allocate costs to an administrative program area. Include positions that affect the functioning of the entire agency (positions that are independent of case numbers and that would not vary with the size of the agency), i.e. Director, Accountant, Director's Secretary and/or Administrative Assistant, Receptionist.
3. Expend % by Program Area: Indicate the percentage of costs being assigned to each program area. Please provide a brief explanation of your cost allocation system during the first quarter of the contract year. To calculate program area percentages, remove total administrative costs from total expenditure, then divide program area total by new total.
4. Benefits: Include payroll taxes in Benefits category, not in Personnel salaries.
5. Office Maintenance & Operations: Add a separate line for computer software supplies; computer maintenance costs should be recorded in equipment repairs and maintenance lines.
6. Minor Equipment: Furniture and equipment with a unit cost that is less than \$1,000 should be reported as minor equipment: Category III.Q.
7. Capital: Reported capital expenditure in 2002 will be the purchase price of capital items. Capital items are defined in Exhibit V: durable items costing \$1,000 or more, i.e. computer equipment.
8. Reimbursement: Final reported expenditures should be net of direct reimbursement. Examples would be CLE reimbursements from the Criminal Justice Training Commission, court reimbursement of expert witness fees, etc. Other situations such as parole board payments should be treated as revenue in the Agency's financial statement.
9. Modified Accrual Expenditures: Modified accrual expenditure reporting is suggested as follows: When reporting expenditures, payments for goods and services received in the reporting month may be recognized in reporting month as long as the expenditure has been made by the 15th of the succeeding month. Expenditures after this date should be accrued into the following month. Revisions to monthly expenditure reports should only be submitted if the accrued expense is equal to or greater than ten percent (10%) of the category for that month's expenses. Expenses which will be included in the 2002 financial statement, should not be reported as monthly statements for the first quarter of 2003. Submit instead, changes to the December 2001 expenditure report. **Example:** February - Invoiced \$1,000 for general office supplies but not paid; total OPS/Maintenance for February \$10,000. March - Invoice not paid. April - Invoice paid and equaled 10% of February OPS/Maintenance; would not resubmit February expenditure report to reflect accrual.

Questions should be addressed to:

Marijo Klem, Budget Analyst, (206) 296-7792.

Personnel Inventory Report

Legal name of business _____ Telephone No: _____

dba (if applicable) _____

Street Address _____ City _____ State _____ Zip Code _____

Submitted by: _____ Title: _____ Date: _____

IRS Employer Identification Number: _____

Do you have any employees? No ___ Yes ___

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 _____. This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (Month/Day/Year): _____.

Do any of your employees belong to a union and/or do you use an employee referral agency? No ___ Yes ___

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 public work (construction) or, more than \$25,000 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.

Job Categories	Whites		African American		Asians		Native American		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

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

Total number of employees reported above: _____ If no employees, write "0."

EXHIBIT IX

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

Company Name: _____ BID NO. _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

The undersigned, states on behalf of the Contractor as follows:
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.

- 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.
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:
D. Contractor will cooperate fully the M/WBE and Contract Compliance Division 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 as required 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 all employees,

including minority, women and disabled 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 sensory, mental or physical disability.

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 ten thousand dollars (\$10,000) 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, Women and Persons with Disabilities: No specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
H. Affirmative Action Measures: Contractor agrees to implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. 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 measures. 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 requirement 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: Adopt and implement recruitment procedures designed to increase the representation of women, minorities and persons with disabilities in the pool of applicants for employment: including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.

14853

- 3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and persons with disabilities and validate 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 applications of each minority, women and persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. 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 M/WBE and Contract Compliance Division if labor unions fail to comply with the nondiscrimination or affirmative provisions.
- 6. **Supervisors:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under King County Code Chapter 12.16. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.
- 7. **Employee Training:** When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and persons with disabilities and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and persons with disabilities employed by the contractor, subject to acceptance by the county.
- 8. **Responsible Person:** Designate an employee who shall have the responsibility for implementation of the contractor's affirmative action measures.

9. **Progress Reporting:** Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of minorities, women, and persons with disabilities in the contractor's workforce on an annual basis.

- I. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- J. 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 M/WBE and Contract Compliance Division or agent for purposes of reviewing compliance with the provisions of this affidavit and agrees to cooperate in any compliance review.
- K. Should the M/WBE and Contract Compliance Division 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 non-compliance. 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.
- L. The Contractor agrees that any violation of the applicable provisions of this chapter and of any term of the affidavit of compliance, including reporting requirements, 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 may be grounds for implementation of any sanctions provided for in this chapter, including but not limited to, cancellation, termination or suspension, in whole or 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.

Contractor: _____

Authorized Signer: _____
 Name (type or print) Title Phone Signatur

EXHIBIT X

14853

2002 Attorney Position Salary Report

Employee Name	Hire Date Mo/Dy/Yr	Case Category Assigned	FTE Status	Atty. Pay Plan as of 12/31/01 Level/Step	Atty. Pay Plan as of 12/31/02 Level/Step	Supervisor (Y/N)	2001 Salary	2002* Planned Salary	2002 Salary Y-T-D

*To be completed before January 15, 2002.

NOTE: If an employee is assigned to more than one case category, show percent allocated to each case category under FTE status, for example:

<u>EMPLOYEE NAME</u>	<u>CASE CATEGORY ASSIGNED</u>	<u>FTE STATUS</u>
Joe Attorney	Felony	.20
	Seattle Misdemeanor	.65
	King County Misdemeanor	.15



EXHIBIT XI

14853

504/ADA ASSURANCE OF COMPLIANCE

Instructions

504/ADA Self-Evaluation Form

This form will help you evaluate your organization's or firm's programs and services, employment, and facilities to ensure they are accessible to people with disabilities. Complete the 504/ADA Self-Evaluation Questionnaire and keep it on file at your office. Do not return it with your contract.

504/ADA Assurance of Compliance Form

- Complete this form. If your organization or firm is out of compliance with any of the 504/ADA requirements, indicate on the 504/ADA Disability Assurance of Compliance form the corrective actions that will be taken to achieve compliance and the date these actions will be completed.
- Sign the Assurance of Compliance form and send the original back with your contract. Please keep a copy of the form on file in your office for use during on-site reviews. You will be notified at least one week in advance of any scheduled review. (Note: This form may be used as an exhibit with other King County contracts for two years from the date the form is completed.)

“Quick Look” Barriers Checklist

Note: This form only pertains to the main office of a construction company, not the construction sites. Firms that provide services outside their office do not need to write a corrective action plan for physical accessibility as long as these services are provided in an accessible location for people with disabilities who cannot access the office. However, physical access must also be reviewed in light of hiring an individual with a disability or accommodating a current employee who becomes disabled.

If you have questions regarding this process, or if you require this material in an alternate format, please contact a King County 504/ADA Disability Compliance Specialist at 206-296-7592 (voice) or 206-296-7596 (voice/TTY), or by e-mail at: Civil-Rights.OCRE@metrokc.gov

504/ADA General Information

Federal and State laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended (504), and the Americans with Disabilities Act of 1990 (ADA) require that King County and all organizations and firms contracting with King County, except those providing tangible goods, comply with the 504/ADA accessibility requirements.

Under 504 and ADA, a “qualified individual with a disability” is anyone who has, has a history of, or is perceived as having a physical or mental impairment which substantially limits one or more major life activities. Disabilities include, but are not limited to: mobility, visual, hearing, or speech impairments; mental illness; epilepsy; learning disability; brain injury; HIV/AIDS; arthritis; cerebral palsy; multiple sclerosis; developmental disability; and alcohol and/or drug addiction.

DISABILITY RESOURCE LIST **14853**

Note: Inclusion in this resource list does not constitute endorsement by King County Government, nor does omission imply non-endorsement. Our goal is to provide you with information on some key resources available. Please contact us if you know of a useful resource missing from this list.

Governor's Committee on Disability Issues and Employment (GCDE)

Advises and informs the Governor, state and local governments, the business community, and the disability community on ADA and other issues related to disability policy. Spokane: 509-532-3149 V, 509-532-3113 TTY; Olympia: 360-438-3168 V, 360-438-3167 TTY.

Northwest Disability Business Technical Assistance Center (NWDBTAC)

Provides information, technical assistance, and training on the ADA.

P.O. Box 9046, MS: 6000, Olympia, WA 98507-9046; 360-438-3168 V, 360-438-3167 TTY, 800-949-4232 V/TTY; 360-438-3208 Fax.

ADA Technical Assistance Hotline (U. S. Dept. of Justice)

Provides free technical assistance and informational materials to people with disabilities, businesses, state and local government agencies, and the general public to help them understand their rights and responsibilities under Titles II and III of the ADA. 800-466-4232 V/TTY.

web site: www.usdoj.gov/crt/ada/

Job Accommodations Network (JAN)

An international toll-free consulting service that provides information regarding the ADA, job accommodations and the employability of people with disabilities. P.O. Box 6080, 918 Chestnut Ridge Road, Suite 1, Morgantown, WV 26506-6080; JAN--ADA Information 800-526-7234 V/TTY; 800-ADA-WORK V/TTY; 800-232-9675 V/TTY;

web site: janweb.icdi.wvu.edu/

Emergency Procedures for Employees with Disabilities in Office Occupancies

This procedural guideline is published with funding

from the US Fire Administration and developed by the National Institute of Standards and Technology with assistance from the National Task Force on Life Safety and People with Disabilities. United States Fire Administration, 16825 South Seton Avenue, Emmitsburg, MD 21727.

Sprint Washington Telecommunications Relay Service (TRS)

500 108th Avenue, NE, Ste. 800; Bellevue, WA 98004; Relay Services: 800-833-6388 TTY; 800-833-6384 V.

Telecommunications Access Service (TAS), Washington State TTY Loan Program, Department of Social and Health Services [DSHS]

While primarily a source of loaned TTYs for qualified state residents on a sliding fee scale, used and reconditioned TTYs are given, free of charge, to non-profit organizations on a first come, first served basis. P.O. Box 45301, OB-42; Olympia, WA 98504-5301; 800-422-7941 TTY; 800-422-7930 V.

Producing Materials in Alternative Formats

Agency guide provides information on producing materials in large print, on audio tape or computer disk, and Braille. Governor's Committee on Disability Issues and Employment, P.O. Box 9046, MS: 6000, Olympia, WA 98507-9046.

King County Office of Civil Rights Enforcement

Disability Compliance Specialist, King County Courthouse, 516 Third Avenue, Room E-224, Seattle, WA 98104-2321; 206-296-7592 V, 206-296-7596 V/TTY; 206-296-4329 Fax; e-mail: Civil-Rights.OCRE@metrokc.gov web site: www.metrokc.gov/dias/ocre/

Washington Assistive Technology Alliance (WATA)

Information & referral to disability resources, including assistive technology options, funding sources, legal issues, accommodations.

509-328-9350 V/TTY 800-214-8731 V/TTY 509-326-2261 Fax

e-mail: spokane@seals.org

504/ADA SELF-EVALUATION QUESTIONNAIRE

General Requirements

14853

Please check the appropriate answers. If necessary, attach additional pages of explanation. If you have fewer than 15 employees, please skip the first section and start with "Program Access."

- | | YES | NO | N/A |
|--|--------------------------|--------------------------|--------------------------|
| • Do you have a 504/ADA coordinator? If so, who? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Name _____ Title _____ | | | |
| Phone _____ | | | |
| • Do you have an internal grievance procedure that allows for quick and prompt solutions for any complaints based on alleged noncompliance with 504/ADA? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Do you have a policy that provides for notifying participants, applicants, employees, unions, and professional organizations holding collective bargaining or professional agreements that you do not discriminate on the basis of disability? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Have you notified these individuals of your nondiscrimination policy? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Do you provide ongoing staff training to ensure that staff fully understand your policy of nondiscrimination on the basis of disability and can take all appropriate steps to facilitate the participation of individuals with disabilities in agency programs and activities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Program Access

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| • Do you notify the public and other interested parties that agency meetings, board of director meetings, hearings, conferences, public appearances by elected officials, and interviews will be held in accessible locations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Do you notify the public and other interested parties that auxiliary aids (sign language interpreters, readers) will be provided, upon request, to participants with disabilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Do you have a Teletypewriter (TTY), or do you use the Washington Telecommunications Relay Service to facilitate communication with individuals who use TTYS for communication purposes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Do you provide ongoing training to familiarize appropriate staff with the operation of the TTY and other effective means of communicating over the telephone with people with disabilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO | N/A |
|---|--------------------------|--------------------------|--------------------------|
| • Do you make available, upon request, written material in alternate formats for people who have disabilities? (Alternate formats include Braille, audiocassette tapes, and large print.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Are printed posters, announcements, and printed materials (including graphics) clearly legible and placed in physically accessible locations where print can be read from a wheelchair? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • If you have a mailing list for the purposes of information dissemination, does it include different disability groups? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Are your TTY number and procedures for accessing your services printed on all material distributed to the public? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Do you have a policy and procedure for safe emergency evacuation of people with disabilities from your facility(s)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Employment and Reasonable Accommodation

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| • When gathering affirmative action data regarding disabilities, do you make it clear that:
(1) the information requested is intended for use solely in connection with reporting requirements;
(2) the information is voluntary;
(3) the information will be kept confidential; and
(4) refusal to provide or providing the information will not subject the applicant or employee to any adverse treatment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • If you make pre-employment inquiries or conduct pre-employment medical examinations: | | | |
| • Is the inquiry related to the applicant's ability to perform the job? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Do you condition offers of employment on the results of these examinations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Do you require this examination for <u>all</u> employees in the same job classification? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Are <u>all</u> applicants in the same job classification asked the same medical and/or interview questions? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • During the application, interviewing, hiring, and employment process, do you provide reasonable accommodations to applicants and employees with disabilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Employment and Reasonable Accommodation (cont'd.)

YES NO N/A

- Do you have a written policy stating the following?

504/ADA requires that information concerning an applicant's medical condition or history must be kept separate from personnel records and may be shared in only three ways:

- (1) supervisors and managers may be informed of restrictions on the work or duties of individuals with disabilities and informed of necessary accommodation(s);
- (2) first aid and safety personnel may be informed if the condition might require emergency treatment; and
- (3) government officials investigating compliance with 504/ADA shall be provided with relevant information upon request.

Physical Accessibility

Complete the "Quick Look" Barriers Checklist and then answer the following questions:

- Is the building(s) where your business is located barrier-free?
- If you checked NO to any of the items on the Employment and Reasonable Accommodation checklist above, would these areas prevent an individual with a disability from accessing your program(s) or service(s)?

If access would be impacted, describe on the Corrective Action Plan what steps will be taken to eliminate the barrier(s). If there are extenuating circumstances which would make barrier removal a financial or administrative burden, please explain in the Corrective Action Plan.

This 504/ADA Self-Evaluation Questionnaire was completed by:

Print name

Date

Phone Number

"QUICK LOOK" BARRIER CHECKLIST

14853

This checklist is designed to give a quick appraisal of potential problem areas for accessibility. For detailed review standards, refer to the Washington State Administrative Code (WAC) 51-40-1100, Chapter 11—Accessibility.

	YES	NO	N/A
Building Access			
• Are 96" wide parking spaces designated with a 60" access aisle?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are parking spaces near main building entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is there a "drop off" zone at the building entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the gradient from parking to building entrance 1:12 or less?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does the entrance doorway have at least 32" wide clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the door handle easy to grasp?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the door easy to open (max. 8.5 lbs. pressure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are other than revolving doors available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building Corridors			
• Is path of travel free of obstruction and at least 36" wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is floor surface firm and slip resistant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do obstacles (phones, fountains) protrude no more than 4"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are elevator controls no higher than 48"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are elevator markings in Braille?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does elevator provide audible signals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does elevator interior provide a 51" turning area for wheelchairs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restrooms			
• Are restrooms near building entrance/personnel office?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do doors have lever handles?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do restroom entrance doors have at least 32" wide clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is restroom large enough for wheelchair turnaround (51" minimum)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are stall doors at least 32" wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are grab bars provided in toilet stalls?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are sinks at least 30" high with room for a wheelchair to roll under?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are sink handles easily reached and used?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are soap dispensers and towels no more than 48" from the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personnel Office			
• Do doors provide at least 32" wide clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the door easy to open? (max. 5 lbs. pressure)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the door threshold no more than 1/2" high?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the path of travel between furniture wide enough for wheelchairs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

504/ADA DISABILITY ASSURANCE OF COMPLIANCE

Complying with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990, two federal laws which prohibit discrimination against qualified people with disabilities.

I understand that federal and state laws prohibit discrimination in public accommodation and employment based solely on disability. In addition, I recognize that Section 504 requires recipients of federal funds (either directly or through contracting with a governmental entity receiving federal funds) to make their programs, services, and activities, when viewed in their entirety, accessible to qualified and/or eligible people with disabilities. I agree to comply with, and to require that all subcontractors comply with, the 504/ADA requirements. I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden.

I agree 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 for reviewing compliance with Section 504 and ADA requirements.

I agree that any violation of the specific provisions and terms of the 504/ADA Disability Assurance of Compliance and/or Corrective Action Plan required herein and Section 504 and the ADA, shall be deemed a breach of a material provision of the Contract between the County and the Contractor. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Contract by the County.

	YES	NO
According to the responses to the questions in the 504/ADA Self-Evaluation Questionnaire, _____ (company name) is in compliance with 504/ADA.	<input type="checkbox"/>	<input type="checkbox"/>

If the above response is NO, the following corrective actions will be taken:

Corrective Action Plan

The following Corrective Action Plan is submitted to comply with Section 504 and ADA requirements.

D. General Requirements

Actions To Be Taken

Completion Date

(continued on next page)

504/ADA DISABILITY ASSURANCE OF COMPLIANCE (cont'd.)

14858

E. Program Access

Actions To Be Taken

Completion Date

F. Employment and Reasonable Accommodation

Actions To Be Taken

Completion Date

G. Physical Accessibility

Actions To Be Taken

Completion Date

I Declare Under Penalty of Perjury under the Laws of the State of Washington that the Foregoing is True and Correct.

Contractor: _____
Company Name

Street Address _____ City _____ State _____ Zip _____

Authorized Signer: _____
Name (type or print) _____ Title _____ Phone _____

Signature _____

CS 7.293

ORDINANCE 101432
REQUIRED CONTRACT PROVISIONS
(Equal Employment Opportunity)

PAGE 1 OF 3

AN ORDINANCE requiring inclusion of certain provisions in Contracts with the City to prevent discrimination and promote equality of opportunity in employment, establishing affirmative action requirements, providing procedures and penalties to enforce compliance, and repealing Ordinance 98386.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. DEFINITIONS. As used herein:

- (1) "Bona Fide Occupational Qualification" shall mean a job qualification as to a person's age, sex, race, creed, color or national origin will be essential to the accomplishment of the purposes for which the person is hired.
- (2) "Commission" shall mean the Human Rights Commission of the City of Seattle.
- (3) "Consultant contracts" shall mean contracts for expert and temporary personal services, but shall not include contracts for services in connection with anticipated or pending litigation in which the City is involved.
- (4) "Contracting Authority" shall mean the City officer or board authorized to enter into contracts on behalf of the City.
- (5) "Contract" shall have its ordinary and usual meaning, but shall not include agreements made with other governmental agencies, associates of governmental agencies or officials, or with particular officers of employees of such agencies for services related to their official position or employment.
- (6) "Director" shall mean the Director of the Department of Human Rights or his designee.
- (7) "Minority", "minorities", or "minority persons" shall mean: persons who may be excluded or discriminated against because of creed, race, color, sex, age or national origin and including but not limited to persons between the ages of 40 and 65, women, Blacks, Asians (Japanese, Chinese, Filipino, Korean, Samoan), American Indians, Spanish Americans, Mexican Americans, Puerto Ricans and other persons with Spanish surnames not otherwise reported.
- (8) "Services" shall have its ordinary and usual meaning, but shall not include subscription services or services related to anticipated or pending litigation in which the City is involved.
- (9) "Vendor" shall mean a contractor who has a contract with the City for supplies, materials or equipment.

Section 2. POWERS AND DUTIES OF THE DIRECTOR. The Director shall have the power and duty to:

- (1) Assist all city contracting authorities in preparing equal opportunity and anti-discrimination provisions for contract specifications, advise as to the compliance records of prospective contractors, and report findings as to discriminatory practices and employment guidelines recommended by the Human Rights Commission and established by pertinent ordinances, state or federal laws or regulations pertaining to equal opportunity affecting prospective contracts.
- (2) Recommend to city contracting authorities the content of contract specifications requiring affirmative action to assure equality of employment opportunity, including but not limited to minimum employment, goals and ranges of ratios for minority persons adversely affected by discrimination.
- (3) Perform the duties prescribed in this ordinance, including adopting, rescinding, and amending suitable rules and regulations to implement this ordinance, reviewing sworn statements and proposed affirmative action programs, making investigations, assisting contractors, and evaluating contractor compliance and assisting contracting authorities to meet the requirements of this ordinance.
- (4) Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this ordinance.

Section 3.1. REQUIREMENTS FOR CITY CONTRACTS, FRANCHISES, CONSULTANT, PUBLIC IMPROVEMENT AND SERVICES CONTRACTS. All consultant contracts, franchises, and contracts for public improvements, or services, the estimated cost of which exceeds one thousand dollars, shall contain the following provisions:

(1) During the performance of this contract, the contractor agrees as follows:

"The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin, unless based upon bona fide occupational qualification. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, race, color, sex, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

(2) "Contractor will, prior to commencement and during the term of this contract, furnish to the Director of Human Rights (as used herein Director means the Director of the Human Rights Department or his designee) upon his request and on such form as may be provided by the Director therefor, a report of the affirmative action taken by the contractor in implementing the terms of this provision, and will permit access to his records of employment, employment advertisements, application forms, other pertinent data and records by the Director for the purpose of investigation to determine compliance with this provision."

(3) "If upon investigation the Director finds probable cause to believe that the contractor has failed to comply with any of the terms of the provision, the contractor and the contracting authority shall be so notified in writing. The contracting authority shall give the contractor an opportunity to be heard, after 10 days notice. If the contracting authority concurs in the findings of the director, it may suspend the contract and/or withhold any funds due or to become due to the contractor, pending compliance by the contractor with the terms of this provision."

(4) "Failure to comply with any of the terms or this provision shall be a material breach of this contract."

(5) "The foregoing provision will be inserted in all subcontracts for work covered by this contract."

Section 3.2. REQUIREMENTS FOR CITY CONTRACTS, LEASE AND CONCESSION CONTRACTS. All contracts of the City for leases and concessions shall contain the following provisions:

"The lessee (contractor) agrees to comply with all state and local laws prohibiting discrimination with regard to creed, race, color, sex, age, or national origin."

All contracts of the City for leases and concessions of seven (7) consecutive days duration or longer and involving employers with three or more employees shall contain the following provisions:

"During the performance of this contract, the lessee (contractor) agrees as follows:

"The lessee (contractor) will not discriminate against any employee or applicant for employment because of creed, race, color, sex, age, or national origin, unless based upon a bona fide occupational qualification. The lessee (contractor) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their creed, race, color, sex, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The lessee (contractor) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting office setting forth the provisions of this nondiscrimination clause. The lessee (contractor) will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to this provision; provided, nothing herein shall prevent an employer from giving preference in employment to members of his immediate family."

"Lessee (contractor) will, upon the request of the Director (as used herein Director means the Director of the Human Rights Department, or his designee) furnish to the Director on such form as may be provided therefor, a report of the affirmative action taken by the lessee (contractor) in implementing the terms of this provision, and will permit access to his records of employment, employment advertisements, application forms, other pertinent data and records by the Director for the purpose of investigation to determine compliance with this provision.

"If, upon investigation, the Director determines that there is probable cause to believe that the lessee (contractor) has failed to comply with any of the terms of this provision, the lessee (contractor) shall be so notified in writing. The contracting authority shall give the lessee (contractor) an opportunity to be heard, after 10 days notice. If the contracting authority concurs in the findings of the Director, it may suspend or terminate this lease (contract) and evict lessee (terminate the contract) in accordance with law.

"Failure to comply with any of the terms of this provision shall be a material breach of this lease (contract).

"The foregoing provision will be inserted in all sub-leases (subcontracts) entered into under this lease (contract)."

Section 3.3. REQUIREMENTS FOR CITY CONTRACTS, SUPPLIES, MATERIALS AND EQUIPMENTS CONTRACTS. All contracts of the City for the purchase of supplies, materials, or equipment shall contain the following provision:

"During the performance of this contract, the vendor agrees as follows:

"The vendor will not discriminate against any employee or applicant for employment because of creed, race, color, sex, age, or national origin, unless based upon a bona fide occupational qualification. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, race, color, sex, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

Before any city contracting authority accepts any bid or enters into any contract for the purchase of supplies, materials, or equipment the vendor shall be pre-qualified to do business with the City as provided for herein, provided that the contracting authority may waive the requirement of prequalification whenever it finds and certifies after investigation that:

- (a) Needed supplies, materials or equipment are available only from a single source and that the vendor has failed to comply with the requirements for pre-qualifications, or
- (b) An emergency exists which requires the immediate purchase of supplies, materials, or equipment and for which the contracting authority is authorized to secure the supplies, materials, or equipment in the open market, without advertisement at the lowest obtainable price, and that the vendor of the supplies, materials, or equipment is not currently disqualified from doing business with the city by reason of its removal from pre-qualified status or its failure to satisfy the pre-qualification requirements pursuant to its application for pre-qualification.

City contracting authorities purchasing supplies, materials, or equipment shall cause notice of this pre-qualifying requirement to be included in all invitations to bid and to be conspicuously displayed in all offices purchasing supplies, materials, or equipment for the City.

A vendor shall be deemed to be pre-qualified when the contracting authority, with the advice and recommendations of the Director, finds that:

(a) The vendor is complying with Federal, State, and local laws regarding discrimination.

(b) The vendor has satisfactorily completed and filed with the Director on such form as the Director provides therefor, the following information:

1. An employment profile which may include the number of employees, their creed, race, color, sex, age and national origin, and the type of work each performs by general categories, and such other information as requested by the Director; and

2. A sworn statement as set out in Section 4 of this ordinance which shall become terms and conditions of any and all contracts of the vendor with the city for the purchase of supplies, materials, or equipment.

A contracting authority may assume that a vendor has satisfied the requirements for pre-qualifying if the Director does not notify the contracting authority to the contrary within 3 working days of the submission to the Director by the vendor of all information and sworn statements required to pre qualify.

Whenever the contracting authority, with the advice of the Director, finds that a contractor's sworn statement is in need of review or updating, he shall so notify the vendor who shall take steps as necessary to review or update his sworn statement to meet the contracting authority's requirements, provided that if changes in the sworn statement would have a substantial financial impact on the contractor with regard to contracts already entered into, the changes shall not apply to such contracts.

If upon investigation the Director determines that there is probable cause to believe that the vendor has failed to comply with any of the terms of this section or with the obligations of the sworn statement, written findings as to each such probable breach shall be given by the Director to the vendor and the contracting authority. The contracting authority shall give the vendor an opportunity to be heard, after 10 days notice. If the contracting authority concurs in the findings of the Director, it may cancel or suspend the vendor's pre-qualification.

Section 3.4. A City contracting authority may substitute in lieu of the contract provisions set forth in Sections 3.1, 3.2, and 3.3 such antidiscrimination or equal opportunity provisions required or requested by the Department of Human Rights, the United States of America or the State of Washington.

Section 4. SWORN STATEMENT. All city contracts covered by this ordinance except those for the purchase of supplies, materials, or equipment, shall include a sworn statement specifically setting forth what affirmative action the contractor will take to insure equality of opportunity in employment during the term of the contract.

Section 5. NOTICE OF CONTRACTS AWARDED. As to each City contract of \$1,000 or more, the contracting authority shall furnish to the Director the name of the contractor to whom such contract has been awarded and the dollar amount for which it was awarded. City contracts of less than one thousand dollars shall be made available upon request of the Director.

Section 6. ASSISTANCE TO CONTRACTORS. The Director may offer the services and facilities of the Department of Human Rights to assist contractors desiring to bid on, or having been awarded a city contract, to comply with the equal opportunity provisions for such contract, and may offer information as to organizations and agencies available to assist such contractor in recruiting, tutoring, training, and/or otherwise preparing potential employees.

Section 7. EMPLOYMENT GOALS, RANGES, OR RATIOS.

Whenever the Director has certified to any City contracting authority that:

- (1) Identified minorities are being denied equal employment opportunity within the City in certain occupations, trades, professions or supervisory types of work included in City contracts by reason of creed, race, color, sex, age, or national origin due to existing discrimination or the effects of prior discrimination; and
- (2) Persons within such minorities are ready, willing and capable of accepting such employment or performing such tasks if the opportunity be available; and
- (3) Employment goals, ranges, or ratios for employment of such minorities in such occupations, trades, professions or supervisory types of work or tasks are necessary to assure such persons equality of employment opportunity and to overcome discrimination or the effects of past discrimination and social or institutional inertia; and
- (4) The goals, ranges or ratios certified reasonably reflect the employment goals, ranges or ratios that would exist under conditions of equal employment opportunity and assure fair, equal and nondiscriminatory treatment of all persons without respect to creed, race, color, age, sex, or national origin.

then specifications for contracts let by any contracting authority and involving the line of work or tasks so certified shall include a provision establishing employment goals, ranges or ratios for such minorities as certified by the Director and adjusted by the contracting authority, if

ORDINANCE 101432

PAGE 3 OF 3

Necessary, to reflect a standard of performance that can be carried out by a contractor proceeding in good faith and making every reasonable effort to comply in all phases of employment, including solicitation, training and apprenticeship, promotion, and treatment of employees. Such provisions shall include provisions relating to enforcement and sanctions for noncompliance.

Employment goals may be implemented by or stated as a minimum number, ratio, range or a particular assignment, and may include participation in multi-employer programs for training and/or employment or coordination with State and Federal equal opportunity training programs, and shall be designed and used to assure that applicants for employment and employees receive equal employment opportunities and fair, equal and nondiscriminatory treatment without regard to creed, race, color, sex, age, or national origin.

On projects or activities financed with assistance from the United States or the State of Washington, the contracting authority may substitute for such provisions such antidiscrimination or equal employment opportunity provision required or requested by the Department of Human Rights, the United States or the State.

City contracting authorities shall, upon making adjustments or when requested by the Director, submit copies of the contracts covered by this section to the Director for recommendations and further suggestions with regard to minority employment goals which should be part of the specifications. Contracts so submitted to the Director may be assumed adequate if not returned within five days with recommendations for improvement. Contracting authorities shall, as to any contract submitted to the Director under this section, notify the Director for the final form of such contract before the date of its award.

Certifications by the Director under this section shall be in effect until revoked or revised by the Director and the contracting authority is notified of such revocation or revision.

Employment goals established by this section are not intended and shall not be taken to diminish the contractor's responsibility and obligation under other sections of this ordinance. A contractor whom the Director of Human Rights has certified to be acting in good faith and making every reasonable effort to comply with the employment goals established shall be deemed in compliance, even though the employment goals are not met.

Section 8. PROCEDURES WHEN COMPLIANCE WITH SPECIAL GOALS IS UNSATISFACTORY. Prior to the completion of any contract

which contains provisions establishing employment goals, ranges or ratios, the Director may report to the contracting authority regarding the performance by such contractor. If the Director fails to submit such report, the City contracting authority may assume adequate compliance.

Coincident with or before a report from the Director asserting unsatisfactory contractor performance is sent to a contracting authority, the Director shall notify the contractor of such report in writing and of the contractor's right to be heard as set forth in this ordinance.

The contracting authority shall give the contractor an opportunity to be heard, after 10 days notice. If the contracting authority concurs with the report of the Director and is satisfied from the evidence that the contractor has failed to comply with the provisions of this ordinance or the promises and/or representations made in a sworn statement pursuant to Section 4 of this ordinance, or with the employment goals established in the contract in accordance with Section 7 of this ordinance, the contracting authority shall so find, and shall not enter into any other contract with such contractor until it is reasonably assured of future satisfactory compliance.

Action under this section shall be in addition to other remedies that maybe available to the City under the contract.

Section 9. TRANSITION PERIOD FOR PRE-QUALIFICATION. For a period of three months following the effective date of this ordinance, a contracting authority purchasing supplies, materials, or equipment may find a contractor to be pre-qualified for purposes of Section 3.3 hereof when the contractor has filed the required information and sworn statement with the Director and such contractor shall continue to be pre-qualified unless the contracting authority, with the advice and recommendations of the Director, finds the contractor not qualified.

Section 10. REPEAL OF ORDINANCE 98386. That Ordinance 98386, entitled:

"AN ORDINANCE relating to public works contracts, requiring inclusion therein of certain provisions to prevent discrimination and promote equality of opportunity in employment by persons having or seeking contracts with the City, establishing procedures for the enforcement of compliance therewith, and repealing Ordinance 93939,"

is hereby repealed.

Approved October 2, 1972
Effective 30 days.

EXHIBIT XIV

14858

Salary Plan

**2002 Kenny Salary Table
(2002 COLA INCLUDED)**

<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>
Public Defense Attorney 1	42,757	44,210					
Public Defense Attorney 2	47,117	49,903					
Public Defense Attorney 3	54,269	57,887					
Public Defense Attorney 4	62,102	63,614	65,126	67,278	68,677	70,394	
Senior Public Defense Attorney 1	70,076	72,238	74,146	75,799	77,834	80,886	81,649
Senior Public Defense Attorney 2	75,417	77,707	79,742	81,649	83,684	85,592	87,754
Senior Public Defense Attorney 3	87,372	89,916	92,205	94,240	96,911	98,946	101,744

EXHIBIT XV

2002 Approved Annual Budget

1 4853

Deferred Revenue Methodology

The amount of deferred revenue required is based on all felony, juvenile, dependency, Seattle Misdemeanor, and King County misdemeanor cases assigned during October, November, and December and open at year-end. For all case areas except dependency it is assumed October cases are 75% completed, November cases are 50% completed, and December cases are 25% completed. For dependency cases it is assumed October cases are 15% completed, November cases are 10% completed, and December cases are 5% completed. The calculation is as follows:

1. Calculate the number of cases open at year-end in each above-referenced case area, for October, November, and December;
2. Multiply the number of open cases for each month by the corresponding percentage of uncompleted work to arrive at the amount of uncompleted casework (in numbers of cases) assumed to be needed to complete, by month;
3. Calculate the per case revenue by dividing the actual annual revenue received for each case category by the actual number of cases assigned in the contract year;
4. Multiply the uncompleted case count (from step 2 above) by the per case revenue amount to determine the deferred revenue required for each case category.