

MOTION NO. 5955

A MOTION approving the 1984 public defense contracts for legal services and authorizing the County Executive to sign them.

WHEREAS, King County Code 2.60.080 requires county council approval of all legal services contracts entered into by the public defense program administrator, and

WHEREAS, King County Ordinance 6597, Section 39, provides that "The Executive shall submit to the Council for its review and approval the County's 1984 defense services contracts with the defender associations.", and

WHEREAS, the County executive through the department of human resources has completed contract negotiations with the defender associations for 1984 legal defense services;

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

The King County council approves the enclosed 1984 defender association contracts for legal services and authorizes the county executive to sign them.

PASSED this 26th day of March, 1984.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Gary Grant  
Chairman

ATTEST:

Janeth M. Owens  
Clerk of the Council

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KING COUNTY DEPARTMENT OF HUMAN RESOURCES/PUBLIC DEFENSE PROGRAM

AGENCY THE DEFENDER ASSOCIATION

PROJECT TITLE PUBLIC DEFENSE LEGAL SERVICES

CONTRACT AMOUNT \$1,656,774 FUND CODE 001

CONTRACT PERIOD January 1, 1984 TO December 31, 1984

THIS CONTRACT, entered into this        day of MARCH, 19884,

between KING COUNTY, STATE OF WASHINGTON, hereinafter referred to as the

"County," and THE DEFENDER ASSOCIATION

(address) 202 Smith Tower

Seattle, Washington 98104

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:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
County	\$1,052,845	1/1/84 to 12/31/84
City of Seattle	\$ 603,929	1/1/84 to 12/31/84
State		
Private		
<b>TOTAL</b>	<b>\$1,656,774</b>	

and

WHEREAS, the County desires to have certain services performed by the Agency as described within this Contract, and as authorized by Ordinance No. 6597

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:

I. SCOPE OF SERVICES

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

- Statement of Work Attached hereto as Exhibit
- Operating Budget Attached hereto as Exhibit
- X   Service Reporting Requirements Attached hereto as Exhibit III
- X   Financial Reporting Requirements/Reimbursement Procedures Attached hereto as Exhibit I
- X   Ordinance 4528 Requirements Attached hereto as Exhibit VI
- X   Ordinance 5983 Requirements Attached hereto as Exhibit VII
- Requirements of Section 504 of the 1973 Rehabilitation Act Attached hereto as Exhibit

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<u>      </u> DSHS Nondiscrimination Requirements	Attached hereto as Exhibit <u>      </u>
<u>      </u> BARS Requirements	Attached hereto as Exhibit <u>      </u>
<u>  X  </u> Definitions	Attached hereto as Exhibit <u>  II  </u>
<u>  X  </u> City of Seattle Ordinance #101432 Requirements	Attached hereto as Exhibit <u>  V  </u>
<u>  X  </u> Staffing Plan	Attached hereto as Exhibit <u>  IV  </u>
<u>      </u>	Attached hereto as Exhibit <u>      </u>

II. DURATION OF CONTRACT

The performance of the Agency shall commence on the   1st   day of   January  , 198  4  , and terminate on the   31st   day of   December  , 1984. The duration of the Contract may be extended or terminated upon mutual written agreement between the parties hereto and pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

A. The County shall reimburse the Agency for the services as specified in Section I in the amount not to exceed   \$1,656,774   except as outlined in Exhibit I, payable in the following manner:

  \$138,064.50   monthly (1/12th of the total amount) upon submission of required reports in accordance with terms and conditions expressed in this Contract, including the attached exhibits.

From the payment for the month of December, 1984 there will be deducted the amount of \$5,000.

- B. The Agency shall submit an invoice executed in accordance with this agreement and its attachments and submit the monthly reports required in the attached exhibits on but not later than five (5) working days after the close of each calendar month, unless otherwise specified in the attached exhibits. The County will initiate authorization for payment after receipt of said invoice and approval of corrected invoice and monthly reports and shall make payment to the Agency not more than twelve (12) working days after said invoice is received by the Office of Finance.
- C. In the event of failure to comply with any terms 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. The option is in addition to and not in lieu of the County's right to termination as provided in Section IX of this Contract.

IV. OPERATING BUDGET

The Agency shall apply the funds received from the County under this Contract in accordance with the staffing plan attached in Exhibit   IV  .

V. INTERNAL CONTROL AND ACCOUNTING SYSTEM

- A. The Agency shall establish and maintain a system of accounting and accompanying internal control which complies with applicable generally accepted accounting principles and governmental accounting and financial reporting standards.
- B. The findings of the Certified Public Accountant as determined during the annual financial audit required by Section VII below shall be used to evaluate the compliance of the Agency with this requirement.

VI. 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 and other such records as may be necessary by the County to ensure proper accounting for all County funds and compliance with this agreement. Such fiscal books, records, documents, reports, and other data shall be retained in a manner consistent with Exhibit III.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- C. The Agency shall inform the County of the location of the aforesaid books, records, documents, and other evidence of the terms of this Contract, and shall notify the County of any change in location within ten (10) working days of any such relocation.

VII. AUDITS AND INSPECTIONS

- A. The records and documents with respect to all matters covered by this Contract shall be subject at all reasonable times to inspection, review, or audit by the County during the performance of this Contract, except such records that will violate attorney/client confidence pursuant to the Code of Professional Ethics.
- B. The Agency shall have its 1984 annual financial statement audited by an independent Certified Public Accountant and shall provide the County with a copy of such audit no later than July 15, 1985. 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.
- C. The Agency shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials, if applicable because of the funding source, at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Agency in the case of fiscal audits to be conducted by the County.

VIII. EVALUATION

The Agency agrees to cooperate with the County or its agent in the evaluation of the Agency's performance under this Contract and to make available all reasonable information required by such evaluation process. The results and records of such evaluations shall be maintained and disclosed by the County in accordance with RCW Chapter 42.17.

IX. 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 duties, obligations, or services herein become impossible, illegal, or not feasible.

Before the County terminates this Contract pursuant to subsection IX.A.1., the County shall provide the Agency written notice of termination, which notice shall include the reasons for termination. The Agency shall have the opportunity to submit a written response to the County within ten (10) days from the date of the County's notice. If the Agency elects to submit a written response, the Public Defense Program (PDP) Administrator will review the response and make a final determination within ten (10) days after receipt of the Agency's response. In the event the PDP Administrator reaffirms termination, the Contract shall terminate in ten (10) days from the date of the final decision of the Administrator. If the PDP Administrator does not make a final determination within the twenty (20) days provided herein, the Contract shall remain in full force and effect until such a decision is made and communicated to the Agency.

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In the event this Contract is terminated in whole or in part pursuant to Subsection A.1 of the Section IX, 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 PDP 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 all contracted liability with the Agency for that portion of the Contract covered by funds not received.

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 under the terms of this Contract, the Agency will remit any unexpended balance of funds paid under the terms of this Contract, less the amount the County and the Agency agree will be necessary to deliver services to close cases which have been assigned and not closed, and to comply with the remaining terms of this Contract. In the event that the Agency does not have sufficient funds to comply with the terms of this Contract, the County shall pay such funds or make such necessary arrangements as are required for the Agency to comply with the terms of this Contract.
- D. The Agency reserves the right to terminate this Contract with cause with thirty (30) days written notice should the County fail to meet the terms of Section III of this Contract.
- 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 of the Contract.

X. 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 or its Exhibits.
- B. "Subcontract" shall mean any agreement between the Agency and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of support services that do not directly affect the health or welfare of clients.

XI. CHANGES

Either party may request changes to the Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XII. FUNDING ALTERNATIVES AND FUTURE SUPPORT

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

XIII. 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 this 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 the supplying of work, services, materials, or supplies by agency employees or others in connection with the performance of this Contract.
- B. The Agency further agrees it is financially responsible and liable for any audit exception which occurs due to its negligence or its failure to comply with the terms of this Contract.
- 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 any principle of governmental or public law is involved; and 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. The Agency shall maintain continuously public liability insurance with limits of liability not less than: \$250,000 each person, person 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 cancelled without thirty (30) days written prior 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.

In addition, the Agency shall maintain or ensure that its professional employees or contractors maintain professional liability insurance in the event that services delivered pursuant to this Contract, either directly or indirectly, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$500,000 combined single limit per claim/aggregate.

Such insurance shall not be reduced or cancelled without thirty (30) days written prior 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.

#### XIV. NONDISCRIMINATION

##### A. General

1. During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this agreement.

The Agency will 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 49.60, Titles VI and VII of the Civil Rights Law of 1964, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246 issued by the President of the United States, and Executive Order 2001-R issued by the County Executive.

2. The Agency will consult and cooperate fully with King County, the Washington State Human Rights Commission, the Equal Employment Opportunity Commission, and other appropriate federal, state, and local agencies in ensuring its full compliance with the laws against discrimination. The Agency will consult the Contract Compliance Section of the King County Affirmative Action Program for information and technical assistance and/or for referral to other agencies for assistance.
3. In the event of noncompliance by the Agency with any of the nondiscrimination provisions of this Contract, the County shall have the right, at its option, to cancel the Contract, in whole or in part. If the contract is cancelled after part performance, the County shall be obligated to pay the fair market value or the Contract price, whichever is lower, for goods or services which would have been received and approved by the County.

##### B. Employment

1. The Agency will not discriminate against any employee or applicant for employment due to race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap, in any employment practice including but not limited to, hiring and firing, layoffs, upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation, training, or any other term or condition or practice of employment.
2. The Agency will give notice of its nondiscrimination policy and obligation in all solicitations or advertisements for employees, and will send to each labor union or representative of workers with which it has a collective bargaining agreement or other understanding a notice of the commitments under this section.
3. The Agency will comply with all applicable federal, state, and local laws and regulations regarding nondiscrimination in employment and will develop and implement such affirmative action plans and reporting procedures as may be required, including those required by King County.

### C. Program and Services

The Agency, or any subcontracting authority under this agreement, agrees not to discriminate on the basis of race, color, national origin, religion, creed, sex, age, or the presence of any sensory, mental, or physical handicap, in the access to, or in the provision and administration of, any program or activity under this Contract.

"Discrimination" includes (a) denial of services or benefits, (b) segregated, separate, or different treatment or benefits, (c) utilization of administrative criteria or methods that have the effect of discriminatory treatment. This obligation includes taking affirmative steps to make programs and services available and accessible to the handicapped.

### D. Affirmative Action Reporting

1. The Agency entering into a contract or agreement with King County valued at \$1,000 or more shall submit to the County Executive a total personnel inventory employment profile providing minority, female, and handicap employment data.

The Agency shall complete the employment profile form provided by the County and attach completed form to this Contract.

2. The Agency entering into a contract with King County of more than \$10,000, or which in the aggregate results in more than \$10,000, shall submit an affidavit of compliance in the form provided by the County, demonstrating commitment to comply with the provisions of Ordinance No. 4528. The Agency must adhere to all provisions of the attached ordinance, not so stated above, if applicable.

The Agency shall complete the affidavit of compliance provided by the County and attach completed form to this Contract.

3. The Agency will prepare thirty (30) days after signing this Contract a self-evaluation report of its ability to provide program and services to the handicapped, as mandated under Section 504 of the Rehabilitation Act of 1973. The Agency will prepare a plan for the structural and/or programmatic changes necessary at its premises for compliance with Section 504.

The Agency shall complete a self-evaluation report and return to the County unit thirty (30) days after signing the Contract.

Please note that if the Agency has previously submitted this self-evaluation report to the County, it is exempt from filing a report for this contractual year, provided the Agency will sign a waiver statement indicating continued efforts to comply with Sections 503 and 504 of the 1973 Rehabilitation Act, as amended.

The Agency shall complete the waiver statement provided by the County and attach completed form to this Contract.

4. The Agency will complete all reports and forms provided by the County and will otherwise cooperate fully with the County in monitoring and assisting the Agency in providing nondiscriminating programs.

### E. Subcontracts and Purchases

The Agency will include this Section XIV in every subcontract or purchase order for goods or services which are the subject matter of this Contract.

## XV. CONFLICT OF INTEREST

### A. Interest of Members of County and Agency

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 the 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, and the Agency shall take appropriate steps to assure compliance.



B. The Agency further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees, agents, or subcontractors must be disclosed to the County pursuant to King County Ordinance No. 2294, as amended.

XVI. 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.

XVII. RESERVES

Reserves for the purposes of this Contract shall be such funds in the possession of the Agency derived from subtracting current liabilities from current assets, as defined by generally accepted accounting principles.

Any reserves accumulated by the Agency as of December 31, 1984 in excess of the reserve level as established by the December 31, 1983 balance sheet and statement of financial position shall be returned to the County.

The County assumes no responsibility for maintaining any set reserve level.

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

COUNTY:

AGENCY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
LAURINE D. BREKKE  
Director  
Department of Executive Administration

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
ROBERT I. STIER  
Deputy Prosecuting Attorney  
for  
NORM MALENG  
King County Prosecuting Attorney

\_\_\_\_\_  
Date

EXHIBIT I

TERMS OF PAYMENT

I. PAYMENT SCHEDULE

The Agency shall provide legal representation, at the request of the County through its PDP, in accordance with the following schedule:

	<u>Payment per Case Credit</u>	<u>Annual Payment</u>	<u>Increase/Decrease Amount</u>
A. <u>FELONY</u>			
1925 felony case credits	\$318	\$612,150	\$270.30
Felony Arraignments and Preliminary Appearance Calendars		<u>30,210</u>	
Atty. of the day		\$642,360	
	SUBTOTAL		
B. <u>SEATTLE MUNICIPAL</u>			
4028 misdemeanor case credits	\$125	\$503,500	\$ 50.00
Saturday Arraignment and Emergency Phone Service		45,019	
Supervision for ten or more Attorneys		50,110	
Training		5,300	
Misdemeanor Appeals (Up to 89 assigned through PDP) Thereafter unless further agreed	\$375 \$125		
	SUBTOTAL	<u>\$603,929</u>	
C. <u>KING COUNTY MISDEMEANOR</u>			
Up to 20 misdemeanor case credits for cases specifically assigned by the Court	\$115		
D. <u>JUVENILE OFFENDER</u>			
2000 juvenile case credits	\$155	\$310,000	\$131.75
Juvenile <sup>2</sup> Special Services		<u>13,485</u>	
	SUBTOTAL	\$323,485	
E. <u>DEPENDENCY</u>			
290 dependency case credits	\$300	87,000	\$255.00
<u>TOTAL CONTRACT AMOUNT</u>		<u>\$1,656,774</u>	

The County will pay the Agency \$138,064.50 monthly (1/12th of the total contract amount) upon a submission of billing to the PDP at the end of each month. On the last day of the month, the Agency agrees to certify acceptance of the number of cases to which it has been appointed during that month. This certification is to be sent to the PDP Administrator five (5) working days after the close of the month.

The Agency will bill the County each month for Seattle misdemeanor appeals actually assigned, as well as King County misdemeanors.

<sup>1</sup>The Agency will provide legal advice 24 hours a day to any misdemeanant who calls it requesting assistance. The Agency will provide at least two attorneys one hour before and during Saturday arraignment calendar.

<sup>2</sup>Juvenile Special Services include making "morning rounds" in juvenile detention; lineups, detention reviews and arraignments; diversion counseling per RCW 13.040.080; and representing youth offenders as counsel until an attorney is formally appointed.

II. 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 credit
- A case that exceeds 100 attorney hours 1/2 credit for each 25-hour increment over 100 hours
- Probation or other reviews 1/3 case credit

Assignment for Sentencing Only

Felony cases assigned for purposes of sentencing only shall be assigned partial credits, as defined below.

Misdemeanor

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

Misdemeanor Appeal

- King County 2 credits
- Seattle Municipal Per Payment Schedule

Juvenile Offender

- One completed case 1 credit
- Review or other hearing 1/3 case credit

Alternative Residential Placement Petition

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

Juvenile Dependency

- One case 1 credit
- Review or other hearing 2/5 case credit
- Contested dependency or deprivation which results in a fact finding hearing subsequent to the original assignment of the dependency case 1/2 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 PDP.

III. PAYMENT MODIFICATION SCHEDULE

If the number of cases varies more than 5 percent of this annual case estimate, then it is agreed that payment will be made according to the above increase/decrease rates as follows:

- A. The County will reimburse the Agency at the increase/decrease rate times the number of cases exceeding 5 percent of the yearly estimate; or

- B. The Agency will reimburse the County at the increase/decrease rate times number of cases less than 5 percent of the annual estimate.
- C. If any reimbursement is required, the amount shall be calculated upon the certification of cases submitted for December to the PDP Administrator. The amount to be reimbursed shall be provided before January 23, 1985. During the term of this Contract, but before the actual number of cases assigned in any program area but City misdemeanors exceeds 105 percent of the total for three consecutive months, the County will pay to the Agency an amount equal to the per case payment times the number of cases assigned in excess of 105 percent, as long as a supplemental appropriation is approved to cover these additional costs. If in any month the Agency has received payment in excess of 105 percent of the monthly prorated caseload and in any subsequent month is assigned cases totaling less than 95 percent of the monthly prorated caseload, the Agency's monthly payment shall be reduced accordingly, subject to the December reconciliation described above.
- D. There is no right to reimbursement for cases in Seattle municipal court which exceed the contract amount prior to the December certification.

EXHIBIT II

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, or otherwise required by statute.

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 or series of citations set for one court hearing, complaint, or information.

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, imposition of sentence, or deferral of same, and any other hearing on that cause number that occurs within thirty (30) days of sentence, deferral of sentence, or the entry of an order of deferred prosecution. It shall include the filing of a notice of appeal, if applicable.

In the event that once a case assignment has been made by PDP, and the Agency has begun delivery of legal services, the defendant absconds for a period of ninety (90) days or more, upon reappearance, 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 PDP.

If, after initial assignment, additional charges are filed under the same cause number against the same 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 PDP.

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 case. Areas included 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, 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.

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 or imposition of sentence.

In the event that once a case assignment has been made by PDP, and the Agency has begun delivery of legal services, the defendant absconds for a period of ninety (90) days or more, upon reappearance, 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 the PDP.

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 PDP.

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- 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 a completed juvenile offender modification/review.
  - f. Alternative Residential Placement Petition: An Alternative Residential Placement (ARP) petition involves the representation of one child or one parent/parents from the filing of the petition through determination of placement.
  - g. Alternative Residential Placement Review: An Alternative Residential Placement 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.
  - h. Dependency Case: A dependency case shall be legal representation of a parent, parents, legal guardian, or child:
    - 1. From preliminary hearing to a finding of dependency or dismissal. Hearings within this case definition include a statutorily required minimum, i.e., a single shelter care hearing and finding of dependency or dismissal.
    - 2. From filing of a petition for termination of dependency to entry of an order of termination or dismissal of dependency:
  - i. Dependency Review Hearing: A dependency review shall include legal representation at any hearing or hearings related to the original dependency filing. Areas included within this category shall include, but not be limited to, shelter care, visitation, and six-month reviews.
3. Legal Services: The services the Agency is to provide are legal defense services only and do not include extraordinary expenses incurred in the defense of indigents. The allowance of extraordinary costs at County expense will be determined by a court of competent jurisdiction in accordance with law.

EXHIBIT III

REPORTING REQUIREMENTS AND EVALUATION GUIDELINES

A. Reporting Requirements

Within five (5) days of the last day of each calendar month, the Agency will certify to the Public Defense Program (PDP) Administrator the following information about the previous month:

1. The number of cases assigned to each attorney within a defender association.
2. A monthly report of the expenditures for each type of case handled, per attached form.
3. Closed case reports containing: defendant's and attorney's names; date case assigned and closed; charges; disposition; attorney hours and support staff hours. The format to be used is shown in the example attached.

B. Evaluation Guidelines

1. During 1984, the PDP will review the Agency caseload standards and support staff/attorney ratios for each area of cases. In addition, the Agency's staffing plan will be reviewed to make certain attorneys meet minimum levels of experience for the types of cases they are handling.

a) Caseload Standards

The following maximum caseloads per attorney have been used in the 1984 Contract:

Felony	170
Misdemeanor	470*
Juvenile	330

b) Support Staff

The Seattle-King County Bar Association (SKCBA) Task Force on Indigent Defense Services has recommended the following support staff levels:

Secretary	One for every five 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) Minimum Attorney Qualifications

- 1) Every Agency attorney shall satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court and complete seven hours of continued legal education within each calendar year in courses relating to criminal law practice.
- 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, 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 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, or been trial counsel alone or of record 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.

\*City of Seattle Misdemeanor - 400

EXHIBIT III (Continued)

- 4) Each staff attorney representing a juvenile or parent in any case must have served one year as a prosecutor, or have served one year as a public defender, or have been trial counsel alone of record in five misdemeanor cases brought to final resolution.
2. The Agency director periodically shall evaluate the professional performance of Agency attorneys. Evaluations should include monitoring of time and case-load records, review of case files, as well as in-court observation. The Agency should make available to the PDP its evaluation criteria and evidence evaluations were conducted, although all evaluations are to be confidential between the Agency's director and the Agency attorney.
3. The Agency should provide sufficient training to keep all attorneys abreast of developments in criminal law, procedure, and court rule.



DEFENDANT	COURT	CAUSE/COURT NUMBER	CHARGES	EXPEDITED (Y or N)	ATTORNEY	DATE ASSIGNED	DATE CLOSED	DISPOSITION (See Below)	SENTENCE (See Below)	APPEAL (Y or N)	PRIOR FELONY CONVICTION (Y or N)	ATTY HOURS *	STAFF HOURS *
BROWN, J.	SUP	828013456	Rape 1	N	Welch	1/2/84	6/8/84	PR	P 60	N	Y	22.4	4.4
			Kidnap					DM					
CADY, R.	AUK	F066789	DMLS	N	Huffin	1/13/84	3/2/84	JG	JG	Y	N	4.7	1.3
LEVINE, J.	SMC	842009878	Prost	N	Lowery	2/4/84	2/28/84	AB		N	N	1.0	.4

DISPOSITION

Dependency/ARP

SENTENCE - LEGEND

JG	JURY - GUILTY	AG	AGREED ORDER	<u>Jail:</u>	S	If Felony, No Jail Entry
JR	JURY - GUILTY REDUCED CHARGE	TR	TERMINATION PARENTAL RIGHTS		S	If Misd., Number of Days
JN	JURY - NOT GUILTY	CD	CONTINUED FOR REVIEW			Total Jail Sentence In Jail
BG	BENCH - GUILTY	DM	DISMISSAL			Column
BR	BENCH - GUILTY REDUCED CHARGE	RO	RELINQUISHMENT ORDER		P	Felony or Misd., Number of Days In Jail, If any.
BN	BENCH - NOT GUILTY	PL	ARP PLACEMENT			
SG	STIPULATED GUILTY	NP	ARP NONPLACEMENT			
SN	STIPULATED NOT GUILTY			<u>Type</u>	S	Straight Jail, Detention or
SI	STIPULATED INSANITY				P	Prison; No Probation
SR	STIPULATED REDUCED CHARGE					Probation (with or without
PG	PLEAD GUILTY					Incarceration)
PR	PLEAD REDUCED CHARGE					
DP	DEFERRED PROSECUTION					
DM	DISMISSAL					
JJ	JURY INSANITY					
BI	BENCH INSANITY					
PV	PAROLE/PROBATION REVOKED					
PS	PAROLE/PROBATION REINSTATED					
CR	CONDITIONAL RELEASE					
WD	WITHDREW (New Attorney)					
AF	DECISION AFFIRMED					
RV	DECISION REVERSED					
RE	REMAND					
AB	ABSCOND					

CLOSED CASE REPORT - EXAMPLE

\* Compute hours to nearest decimal



EXHIBIT v

CITY OF SEATTLE ORDINANCE 101432 REQUIREMENTS

In addition to the nondiscrimination requirements of Section XIV of this Contract, the City of Seattle, through its contract with King County requires any subcontractors to meet the following requirements of Ordinance 101432:

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 qualifications. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, 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 therefore, 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 terms of this provision shall be a material breach of contract.
5. The foregoing provision will be inserted in all subcontracts for work covered by this contract.

The Agency will submit to the Seattle Human Rights Department, through the PDP Administrator, monthly affirmative action reports within ten (10) days of the last day of each calendar month.

EXHIBIT IV  
STAFFING PLAN

The Agency has submitted the following staffing profile:

<u>PROGRAM AREA</u>	<u>ATTORNEY</u>	<u>STAFF</u>	<u>INVESTIGATOR</u>	<u>SOCIAL WORKER</u>
ADMINISTRATION	<u>1.0</u>	<u>3.0</u>	<u>0.0</u>	<u>0.0</u>
FELONY	<u>13.5#</u>	<u>4.0</u>	<u>7.1*</u>	<u>1.7*</u>
SEATTLE MISDEMEANOR	<u>12.2#</u>	<u>4.4</u>	<u>6.1*</u>	<u>1.3*</u>
JUVENILE	<u>7.5#</u>	<u>1.5</u>	<u>3.6*</u>	<u>2.5*</u>
ITA	<u>3.8#</u>	<u>1.0</u>	<u>0.0</u>	<u>0.1</u>

#Does not include legal interns.

\*Includes interns.



King County Purchasing Agency  
 620 King County Administration Building  
 500 Fourth Avenue  
 Seattle, Washington 98104  
 (206) 344-4210

**PERSONNEL INVENTORY REPORT**

LEGAL NAME OF BUSINESS The Defender Association TELEPHONE NO. 447-3900  
 ALSO DOING BUSINESS AS (DBA) Seattle-King County Public Defender  
 ADDRESS 202 Smith Tower CITY Seattle STATE WA ZIP 98104

ARE YOU UNIONIZED OR DO YOU USE AN EMPLOYEE REFERRAL AGENCY: YES  NO  If yes, list the unions or employee referral agencies with whom you do business: \_\_\_\_\_

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

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

EMPLOYMENT DATA	WHITES		BLACKS		ASIANS		NATIVE AMERICANS		HISPANICS		MINORITY SUB-TOTAL	
	M	F	M	F	M	F	M	F	M	F	M	F
Managerial	1	2				1					0	1
Attorneys Professional	18	15	3	0	4	1	0	0	0	0	7	1
Investigators Technical	1	2	2	0							2	0
Clerical	1	7	1	4		1					1	5
Social Work SWSK	1	2		1			1				1	1
Social Work Interns SWSK		3										
Labor												
Investig. Interns* SWSK	6	12			2						2	
Legal Interns SWSK	1	3										
*Skilled Craft											13	8
SUB-TOTAL	29	46	6	5	6	3	1					

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

\*Includes volunteers

TOTAL NUMBER OF EMPLOYEES REPORTED ABOVE: 96 (If no employees, write "0"). THIS REPORT COVERS BUSINESS LOCATION(S) IN (KING COUNTY, WASHINGTON STATE, OTHER STATES) King County FOR THE PAYROLL PERIOD Feb. 3, 1984 IRS EMPLOYER IDENTIFICATION NUMBER 91-0852323

SUBMITTED BY: Robert C. Boruchowitz TITLE: Defender Director DATE: Feb. 3, 1984  
 NAME (Print or Type)

10/82

DO NOT WRITE BELOW THIS LINE

AAJ	Vendor #	Certified Stamp	CS	SM	SF	M	PST	TCC	IVF	FPST
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KING COUNTY DEPARTMENT OF HUMAN RESOURCES/PUBLIC DEFENSE PROGRAM

AGENCY THE DEFENDER ASSOCIATION  
 PROJECT TITLE INVOLUNTARY TREATMENT LEGAL SERVICES  
 CONTRACT AMOUNT \$191,880\* FUND CODE 001  
 CONTRACT PERIOD January 1, 1984 TO December 31, 1984

THIS CONTRACT, entered into this      day of March, 1984,  
 between KING COUNTY, STATE OF WASHINGTON, hereinafter referred to as the  
 "County," and THE DEFENDER ASSOCIATION  
 (address) 202 Smith Tower  
Seattle, Washington 98104

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:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
County	\$ 76,752	1/1/84 to 12/31/84
Federal		
State	\$ 115,128	1/1/84 to 12/31/84
Private		
<b>TOTAL</b>	<b>\$ 191,880*</b>	

and

WHEREAS, the County desires to have certain services performed by the Agency as described within this Contract, and as authorized by Ordinance No. 6597

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:

I. SCOPE OF SERVICES

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

- Statement of Work Attached hereto as Exhibit
- Operating Budget Attached hereto as Exhibit
- x   Service Reporting Requirements Attached hereto as Exhibit III
- x   Financial Reporting Requirements/Reimbursement Procedures Attached hereto as Exhibit I & III
- x   Ordinance 4528 Requirements Attached hereto as Exhibit VI
- x   Ordinance 5983 Requirements Attached hereto as Exhibit VII
- Requirements of Section 504 of the 1973 Rehabilitation Act Attached hereto as Exhibit

\* Up to this amount, without Contract modification

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<u>      </u> DSHS Nondiscrimination Requirements	Attached hereto as Exhibit <u>      </u>
<u>      </u> BARS Requirements	Attached hereto as Exhibit <u>      </u>
<u>  X  </u> Involuntary Treatment Supplemental	Attached hereto as Exhibit <u>  V  </u>
<u>  X  </u> Staffing Plan	Attached hereto as Exhibit <u>  IV  </u>
<u>  X  </u> Definitions	Attached hereto as Exhibit <u>  II  </u>
<u>      </u>	Attached hereto as Exhibit <u>      </u>

II. DURATION OF CONTRACT

The performance of the Agency shall commence on the   1   day of January, 1984, and terminate on the   31   day of December, 1984. The duration of the Contract may be extended or terminated upon mutual written agreement between the parties hereto and pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

A. The County shall reimburse the Agency for the services as specified in Section I in the amount not to exceed \$191,880 except as outlined in Exhibit I, payable in the following manner:

Monthly at a set rate of \$123.00 per case

                     monthly (1/12th of the total amount) upon submission of required reports in accordance with terms and conditions expressed in this Contract, including the attached exhibits.

B. The Agency shall submit an invoice executed in accordance with this agreement and its attachments and submit the monthly reports required in the attached exhibits on but not later than five (5) working days after the close of each calendar month, unless otherwise specified in the attached exhibits. The County will initiate authorization for payment after receipt of said invoice and approval of corrected invoice and monthly reports and shall make payment to the Agency not more than twelve (12) working days after said invoice is received by the Office of Finance.

C. In the event of failure to comply with any terms 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. The option is in addition to and not in lieu of the County's right to termination as provided in Section IX of this Contract.

IV. OPERATING BUDGET

The Agency shall apply the funds received from the County under this Contract in accordance with the staffing plan attached in Exhibit   IV  .

V. INTERNAL CONTROL AND ACCOUNTING SYSTEM

A. The Agency shall establish and maintain a system of accounting and accompanying internal control which complies with applicable generally accepted accounting principles and governmental accounting and financial reporting standards.

B. The findings of the Certified Public Accountant as determined during the annual financial audit required by Section VII below shall be used to evaluate the compliance of the Agency with this requirement.

VI. 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 and other such records as may be necessary by the County to ensure proper accounting for all County funds and compliance with this agreement. Such fiscal books, records, documents, reports, and other data shall be retained in a manner consistent with Exhibit III.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- C. The Agency shall inform the County of the location of the aforesaid books, records, documents, and other evidence of the terms of this Contract, and shall notify the County of any change in location within ten (10) working days of any such relocation.

VII. AUDITS AND INSPECTIONS

- A. The records and documents with respect to all matters covered by this Contract shall be subject at all reasonable times to inspection, review, or audit by the County during the performance of this Contract, except such records that will violate attorney/client confidence pursuant to the Code of Professional Ethics.
- B. The Agency shall have its 1984 annual financial statement audited by an independent Certified Public Accountant and shall provide the County with a copy of such audit no later than July 15, 1985. 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.
- C. The Agency shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials, if applicable because of the funding source, at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Agency in the case of fiscal audits to be conducted by the County.

VIII. EVALUATION

The Agency agrees to cooperate with the County or its agent in the evaluation of the Agency's performance under this Contract and to make available all reasonable information required by such evaluation process. The results and records of such evaluations shall be maintained and disclosed by the County in accordance with RCW Chapter 42.17.

IX. 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 duties, obligations, or services herein become impossible, illegal, or not feasible.

Before the County terminates this Contract pursuant to subsection IX.A.1., the County shall provide the Agency written notice of termination, which notice shall include the reasons for termination. The Agency shall have the opportunity to submit a written response to the County within ten (10) days from the date of the County's notice. If the Agency elects to submit a written response, the Public Defense Program (PDP) Administrator will review the response and make a final determination within ten (10) days after receipt of the Agency's response. In the event the PDP Administrator reaffirms termination, the Contract shall terminate in ten (10) days from the date of the final decision of the Administrator. If the PDP Administrator does not make a final determination within the twenty (20) days provided herein, the Contract shall remain in full force and effect until such a decision 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 IX, 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 PDP 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 all contracted liability with the Agency for that portion of the Contract covered by funds not received.

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 under the terms of this Contract, the Agency will remit any unexpended balance of funds paid under the terms of this Contract, less the amount the County and the Agency agree will be necessary to deliver services to close cases which have been assigned and not closed, and to comply with the remaining terms of this Contract. In the event that the Agency does not have sufficient funds to comply with the terms of this Contract, the County shall pay such funds or make such necessary arrangements as are required for the Agency to comply with the terms of this Contract.
- D. The Agency reserves the right to terminate this Contract with cause with thirty (30) days written notice should the County fail to meet the terms of Section III of this Contract.
- 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 of the Contract.

X. 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 or its Exhibits.
- B. "Subcontract" shall mean any agreement between the Agency and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of support services that do not directly affect the health or welfare of clients.

XI. CHANGES

Either party may request changes to the Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XII. FUNDING ALTERNATIVES AND FUTURE SUPPORT

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

XIII. 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 this 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 the supplying of work, services, materials, or supplies by agency employees or others in connection with the performance of this Contract.

B. The Agency further agrees it is financially responsible and liable for any audit exception which occurs due to its negligence or its failure to comply with the terms of this Contract.

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 any principle of governmental or public law is involved; and 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. The Agency shall maintain continuously public liability insurance with limits of liability not less than: \$250,000 each person, person 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 cancelled without thirty (30) days written prior 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.

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In addition, the Agency shall maintain or ensure that its professional employees or contractors maintain professional liability insurance in the event that services delivered pursuant to this Contract, either directly or indirectly, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$500,000 combined single limit per claim/aggregate.

Such insurance shall not be reduced or cancelled without thirty (30) days written prior 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.

#### XIV. NONDISCRIMINATION

##### A. General

1. During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this agreement.

The Agency will 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 49.60, Titles VI and VII of the Civil Rights Law of 1964, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246 issued by the President of the United States, and Executive Order 2001-R issued by the County Executive.

2. The Agency will consult and cooperate fully with King County, the Washington State Human Rights Commission, the Equal Employment Opportunity Commission, and other appropriate federal, state, and local agencies in ensuring its full compliance with the laws against discrimination. The Agency will consult the Contract Compliance Section of the King County Affirmative Action Program for information and technical assistance and/or for referral to other agencies for assistance.
3. In the event of noncompliance by the Agency with any of the nondiscrimination provisions of this Contract, the County shall have the right, at its option, to cancel the Contract, in whole or in part. If the contract is cancelled after part performance, the County shall be obligated to pay the fair market value or the Contract price, whichever is lower, for goods or services which would have been received and approved by the County.

##### B. Employment

1. The Agency will not discriminate against any employee or applicant for employment due to race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap, in any employment practice including but not limited to, hiring and firing, layoffs, upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation, training, or any other term or condition or practice of employment.
2. The Agency will give notice of its nondiscrimination policy and obligation in all solicitations or advertisements for employees, and will send to each labor union or representative of workers with which it has a collective bargaining agreement or other understanding a notice of the commitments under this section.
3. The Agency will comply with all applicable federal, state, and local laws and regulations regarding nondiscrimination in employment and will develop and implement such affirmative action plans and reporting procedures as may be required, including those required by King County.

### C. Program and Services

The Agency, or any subcontracting authority under this agreement, agrees not to discriminate on the basis of race, color, national origin, religion, creed, sex, age, or the presence of any sensory, mental, or physical handicap, in the access to, or in the provision and administration of, any program or activity under this Contract.

"Discrimination" includes (a) denial of services or benefits, (b) segregated, separate, or different treatment or benefits, (c) utilization of administrative criteria or methods that have the effect of discriminatory treatment. This obligation includes taking affirmative steps to make programs and services available and accessible to the handicapped.

### D. Affirmative Action Reporting

1. The Agency entering into a contract or agreement with King County valued at \$1,000 or more shall submit to the County Executive a total personnel inventory employment profile providing minority, female, and handicap employment data.

The Agency shall complete the employment profile form provided by the County and attach completed form to this Contract.

2. The Agency entering into a contract with King County of more than \$10,000, or which in the aggregate results in more than \$10,000, shall submit an affidavit of compliance in the form provided by the County, demonstrating commitment to comply with the provisions of Ordinance No. 4528. The Agency must adhere to all provisions of the attached ordinance, not so stated above, if applicable.

The Agency shall complete the affidavit of compliance provided by the County and attach completed form to this Contract.

3. The Agency will prepare thirty (30) days after signing this Contract a self-evaluation report of its ability to provide program and services to the handicapped, as mandated under Section 504 of the Rehabilitation Act of 1973. The Agency will prepare a plan for the structural and/or programmatic changes necessary at its premises for compliance with Section 504.

The Agency shall complete a self-evaluation report and return to the County unit thirty (30) days after signing the Contract.

Please note that if the Agency has previously submitted this self-evaluation report to the County, it is exempt from filing a report for this contractual year, provided the Agency will sign a waiver statement indicating continued efforts to comply with Sections 503 and 504 of the 1973 Rehabilitation Act, as amended.

The Agency shall complete the waiver statement provided by the County and attach completed form to this Contract.

4. The Agency will complete all reports and forms provided by the County and will otherwise cooperate fully with the County in monitoring and assisting the Agency in providing nondiscriminating programs.

### E. Subcontracts and Purchases

The Agency will include this Section XIV in every subcontract or purchase order for goods or services which are the subject matter of this Contract.

## XV. CONFLICT OF INTEREST

### A. Interest of Members of County and Agency

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 the 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, and the Agency shall take appropriate steps to assure compliance.

B. The Agency further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees, agents, or subcontractors must be disclosed to the County pursuant to King County Ordinance No. 2294, as amended.

XVI. 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.

XVII. RESERVES

Reserves for the purposes of this Contract shall be such funds in the possession of the Agency derived from subtracting current liabilities from current assets, as defined by generally accepted accounting principles.

Any reserves accumulated by the Agency as of December 31, 1984 in excess of the reserve level as established by the December 31, 1983 balance sheet and statement of financial position shall be returned to the County.

The County assumes no responsibility for maintaining any set reserve level.

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

COUNTY:

AGENCY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
LAURINE D. BREKKE  
Director  
Department of Executive Administration

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
ROBERT I. STIER  
Deputy Prosecuting Attorney  
for  
NORM MALENG  
King County Prosecuting Attorney

\_\_\_\_\_  
Date

EXHIBIT I

The County shall reimburse the Agency for legal representation provided at the request of the Public Defense Program (PDP) in the following manner: Monthly at a set rate of \$123 per case upon submission of required reports in accordance with terms and conditions expressed in this Contract, including attached Exhibits.

EXHIBIT II - DEFINITIONS

1. Indigent: An indigent is a person determined indigent by the County or Court as being eligible for a court-appointed attorney, or as otherwise required by statute.
2. Case: A case means all proceedings under one docket number for one individual.
3. Legal Services: The services the Agency is to provide are legal defense services only and do not include extraordinary expenses incurred in the defense of indigents. The allowance of extraordinary costs at County expense will be determined by a court of competent jurisdiction in accordance with law.

## EXHIBIT III

### REPORTING REQUIREMENTS AND EVALUATION GUIDELINES

#### A. Reporting Requirements

Within 5 days of the last day of each calendar month, the Agency will certify to the PDP Administrator the following information about the previous month:

1. A monthly report of the expenditures for each type of case handled, per attached form.
2. Closed case reports containing: defendant's and attorney's names; date case assigned and closed; disposition; attorney hours and support staff hours.

#### B. Evaluation Guidelines

1. During 1984, the PDP will review the Agency's caseload standards and support staff/attorney ratios for each area of cases. In addition, the Agency's staffing plan will be reviewed to make certain attorneys meet minimum levels of experience for the types of cases they are handling.

##### a) Caseload Standards

The following maximum caseload per attorney has been used in the 1984 Contract:

ITA                      440

##### 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 and complete seven hours of continued legal education within each calendar year in courses relating to criminal law practice.
2. The Agency director periodically shall evaluate the professional performance of its attorneys. Evaluations should include monitoring of time and caseload records, review of case files as well in-court observation. The Agency should make available to the PDP its evaluation criteria and evidence evaluations were conducted, although all evaluations are to be confidential between the Agency's director and its attorney.
3. The Agency should provide sufficient training to keep its attorneys abreast of developments in involuntary treatment law, procedures and court rules.



MONTHLY EXPENDITURE REPORT

840326 13

MONTH OF:

ADMINISTRATION	FELONY	JUVENILE	COUNTY MISD	SEATTLE MISD	INVOLUNTARY TREATMENT
----------------	--------	----------	-------------	--------------	-----------------------

I. PERSONNEL

- A. Legal Staff Salaries & Benefits
- B. Support Staff Salaries & Benefits
- C. Payroll Taxes


II. MAINTENANCE & OPERATIONS

- A. Memberships
- B. Printing
- C. Postage
- D. Training
- E. Office Supplies
- F. Miscellaneous


III. OVERHEAD

- A. Rent/Lease
- B. Telephone
- C. Other


IV. MISCELLANEOUS

- A. Travel
- B. Other


V. CAPITAL EXPENDITURE


EXHIBIT IV - STAFFING PLAN

The following staffing profile was submitted by the Agency on March 14, 1984:

<u>PROGRAM AREA</u>	<u>ATTORNEY</u>	<u>STAFF</u>	<u>SOCIAL WORKER</u>
Involuntary Treatment	3.8	1.0	0.1

The Agency intends to maintain a staffing profile that is commensurate with its work level.

EXHIBIT V

INVOLUNTARY TREATMENT SUPPLEMENTAL PROVISIONS

The County is contracting with the Agency to provide the necessary funds for providing legal services for King County residents, as required by the Involuntary Treatment Act, RCW 71.05, as described in Section I, Scope of Services, and in accordance with the terms and conditions as set forth under RCW 71.05 Contracts #3020-38132 (ITA 1984) ATG 24498 and #1004-BGG-33833(1) and WAC 275.55. .

Section VI, page 3 of this Contract shall be controlled by the following provisions:

- 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 and other such records as may be deemed necessary by the County to ensure proper accounting for all service funds and compliance with this agreement. Such fiscal books, records, documents, reports, and other data shall be retained in a manner consistent with the Budgeting, Accounting and Reporting System (BARS) for Counties and Cities and Other Local Governments, as issued by the Office of the State Auditor, State of Washington.
- B. These records shall be maintained for a period of ten (10) years after termination hereof, unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.

Section XIII, page 5 of this Contract shall also include as protected parties the State of Washington, its elected officials, officers, agents, and employees.

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King County Purchasing Agency  
620 King County Administration Building  
500 Fourth Avenue  
Seattle, Washington 98104  
(206) 344-4210

PERSONNEL INVENTORY REPORT

LEGAL NAME OF BUSINESS The Defender Association TELEPHONE NO. 447-3900  
 ALSO DOING BUSINESS AS (DBA) Seattle-King County Public Defender  
 ADDRESS 202 Smith Tower CITY Seattle STATE WA ZIP 98104  
 ARE YOU UNIONIZED OR DO YOU USE AN EMPLOYEE REFERRAL AGENCY: YES NO X If yes, list the unions or employee referral agencies with whom you do business: \_\_\_\_\_

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

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

EMPLOYMENT DATA	WHITES		BLACKS		ASIANS		NATIVE AMERICANS		HISPANICS		MINORITY SUB-TOTAL	
	M	F	M	F	M	F	M	F	M	F	M	F
Managerial	1	2				1					0	1
Attorneys Professional	18	15	3	0	4	1	0	0	0	0	7	1
Investigators Technical	1	2	2	0							2	0
Clerical	1	7	1	4		1					1	5
Social Work SWSK	1	2		1			1				1	1
Social Work Interns SWSK		3										
Labor												
Investig. Interns* ON JOB TRAINING	6	12			2						2	
Legal Interns Apprentice	1	3										
*Skilled Craft												
SUB-TOTAL	29	46	6	5	6	3	1				13	8

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

\*Includes volunteers

TOTAL NUMBER OF EMPLOYEES REPORTED ABOVE: 96 (If no employees, write "0"). THIS REPORT COVERS BUSINESS LOCATION(S) IN (KING COUNTY, WASHINGTON STATE, OTHER STATES) King County FOR THE PAYROLL PERIOD (MONTH, DAY, YEAR), Feb. 3, 1984 IRS EMPLOYER IDENTIFICATION NUMBER 91-0852323

SUBMITTED BY: Robert C. Boruchowitz TITLE: Defender Director DATE: Feb. 3, 1984  
 NAME (Print or Type)

10/82

DO NOT WRITE BELOW THIS LINE

AAJ	Vendor #	Certified Stamp	CS	SM	SF	M	PST	TCC	IVF	FPST
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840326 13

KING COUNTY DEPARTMENT OF HUMAN RESOURCES/PUBLIC DEFENSE PROGRAM

AGENCY ASSOCIATED COUNSEL FOR THE ACCUSED  
 PROJECT TITLE PUBLIC DEFENSE LEGAL SERVICES  
 CONTRACT AMOUNT \$1,118,085 FUND CODE 001  
 CONTRACT PERIOD JANUARY 1, 1984 TO DECEMBER 31, 1984

THIS CONTRACT, entered into this        day of MARCH, 1984,  
 between KING COUNTY, STATE OF WASHINGTON, hereinafter referred to as the  
 "County," and ASSOCIATED COUNSEL FOR THE ACCUSED  
 (address) #1 YESLER WAY  
SEATTLE, WASHINGTON 98104

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:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
County	\$ 663,140	1/1/84 - 12/31/84
City of <u>Seattle</u>	\$ 454,945	1/1/84 - 12/31/84
State		
Private		
<b>TOTAL</b>	<b>\$1,118,085</b>	

and

WHEREAS, the County desires to have certain services performed by the Agency as described within this Contract, and as authorized by Ordinance No. 6597

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:

I. SCOPE OF SERVICES

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

- |  |   |
|--|---|
| <u>      </u> Statement of Work  | Attached hereto as Exhibit <u>      </u>  |
| <u>      </u> Operating Budget   | Attached hereto as Exhibit <u>      </u>  |
| <u>  X  </u> Service Reporting Requirements                              | Attached hereto as Exhibit <u>  III  </u> |
| <u>  X  </u> Financial Reporting Requirements/Reimbursement Procedures   | Attached hereto as Exhibit <u>  I  </u>   |
| <u>  X  </u> Ordinance 4528 Requirements                                 | Attached hereto as Exhibit <u>  VI  </u>  |
| <u>  X  </u> Ordinance 5983 Requirements                                 | Attached hereto as Exhibit <u>  VII  </u> |
| <u>      </u> Requirements of Section 504 of the 1973 Rehabilitation Act | Attached hereto as Exhibit <u>      </u>  |

846326 13

<u>      </u> DSHS Nondiscrimination Requirements	Attached hereto as Exhibit <u>      </u>
<u>      </u> BARS Requirements	Attached hereto as Exhibit <u>      </u>
<del>X</del> Definitions	Attached hereto as Exhibit <u>  11  </u>
<u>  X  </u> City of Seattle Ordinance #101432 Requirements	Attached hereto as Exhibit <u>  V  </u>
<del>X</del> Staffing Plan	Attached hereto as Exhibit <u>  IV  </u>
<u>      </u>	Attached hereto as Exhibit <u>      </u>

II. DURATION OF CONTRACT

The performance of the Agency shall commence on the   1st   day of   January  , 198  4  , and terminate on the   31st   day of   December  , 198  4  . The duration of the Contract may be extended or terminated upon mutual written agreement between the parties hereto and pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

A. The County shall reimburse the Agency for the services as specified in Section I. in the amount not to exceed   \$1,118,085   except as outlined in Exhibit I, payable in the following manner:

  \$93,173.75   monthly (1/12th of the total amount) upon submission of required reports in accordance with terms and conditions expressed in this Contract, including the attached exhibits.

B. The Agency shall submit an invoice executed in accordance with this agreement and its attachments and submit the monthly reports required in the attached exhibits on but not later than five (5) working days after the close of each calendar month, unless otherwise specified in the attached exhibits. The County will initiate authorization for payment after receipt of said invoice and approval of corrected invoice and monthly reports and shall make payment to the Agency not more than twelve (12) working days after said invoice is received by the Office of Finance.

C. In the event of failure to comply with any terms 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. The option is in addition to and not in lieu of the County's right to termination as provided in Section IX of this Contract.

IV. OPERATING BUDGET

The Agency shall apply the funds received from the County under this Contract in accordance with the staffing plan attached in Exhibit   IV  .

V. INTERNAL CONTROL AND ACCOUNTING SYSTEM

A. The Agency shall establish and maintain a system of accounting and accompanying internal control which complies with applicable generally accepted accounting principles and governmental accounting and financial reporting standards.

B. The findings of the Certified Public Accountant as determined during the annual financial audit required by Section VII below shall be used to evaluate the compliance of the Agency with this requirement.

VI. 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 and other such records as may be necessary by the County to ensure proper accounting for all County funds and compliance with this agreement. Such fiscal books, records, documents, reports, and other data shall be retained in a manner consistent with Exhibit III.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- C. The Agency shall inform the County of the location of the aforesaid books, records, documents, and other evidence of the terms of this Contract, and shall notify the County of any change in location within ten (10) working days of any such relocation.

VII. AUDITS AND INSPECTIONS

- A. The records and documents with respect to all matters covered by this Contract shall be subject at all reasonable times to inspection, review, or audit by the County during the performance of this Contract, except such records that will violate attorney/client confidence pursuant to the Code of Professional Ethics.
- B. The Agency shall have its 1984 annual financial statement audited by an independent Certified Public Accountant and shall provide the County with a copy of such audit no later than July 15, 1985. 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.
- C. The Agency shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials, if applicable because of the funding source, at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Agency in the case of fiscal audits to be conducted by the County.

VIII. EVALUATION

The Agency agrees to cooperate with the County or its agent in the evaluation of the Agency's performance under this Contract and to make available all reasonable information required by such evaluation process. The results and records of such evaluations shall be maintained and disclosed by the County in accordance with RCW Chapter 42.17.

IX. 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 duties, obligations, or services herein become impossible, illegal, or not feasible.

Before the County terminates this Contract pursuant to subsection IX.A.1., the County shall provide the Agency written notice of termination, which notice shall include the reasons for termination. The Agency shall have the opportunity to submit a written response to the County within ten (10) days from the date of the County's notice. If the Agency elects to submit a written response, the Public Defense Program (PDP) Administrator will review the response and make a final determination within ten (10) days after receipt of the Agency's response. In the event the PDP Administrator reaffirms termination, the Contract shall terminate in ten (10) days from the date of the final decision of the Administrator. If the PDP Administrator does not make a final determination within the twenty (20) days provided herein, the Contract shall remain in full force and effect until such a decision 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 IX, 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 PDP 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 all contracted liability with the Agency for that portion of the Contract covered by funds not received.

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 under the terms of this Contract, the Agency will remit any unexpended balance of funds paid under the terms of this Contract, less the amount the County and the Agency agree will be necessary to deliver services to close cases which have been assigned and not closed, and to comply with the remaining terms of this Contract. In the event that the Agency does not have sufficient funds to comply with the terms of this Contract, the County shall pay such funds or make such necessary arrangements as are required for the Agency to comply with the terms of this Contract.
- D. The Agency reserves the right to terminate this Contract with cause with thirty (30) days written notice should the County fail to meet the terms of Section III of this Contract.
- 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 of the Contract.

X. 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 or its Exhibits.
- B. "Subcontract" shall mean any agreement between the Agency and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of support services that do not directly affect the health or welfare of clients.



XI. CHANGES

Either party may request changes to the Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XII. FUNDING ALTERNATIVES AND FUTURE SUPPORT

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

XIII. 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 this 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 the supplying of work, services, materials, or supplies by agency employees or others in connection with the performance of this Contract.
- B. The Agency further agrees it is financially responsible and liable for any audit exception which occurs due to its negligence or its failure to comply with the terms of this Contract.
- 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 any principle of governmental or public law is involved; and 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. The Agency shall maintain continuously public liability insurance with limits of liability not less than: \$250,000 each person, person 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 cancelled without thirty (30) days written prior 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.

In addition, the Agency shall maintain or ensure that its professional employees or contractors maintain professional liability insurance in the event that services delivered pursuant to this Contract, either directly or indirectly, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$500,000 combined single limit per claim/aggregate.

Such insurance shall not be reduced or cancelled without thirty (30) days written prior 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.

#### XIV. NONDISCRIMINATION

##### A. General

1. During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this agreement.

The Agency will 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 49.60, Titles VI and VII of the Civil Rights Law of 1964, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246 issued by the President of the United States, and Executive Order 2001-R issued by the County Executive.

2. The Agency will consult and cooperate fully with King County, the Washington State Human Rights Commission, the Equal Employment Opportunity Commission, and other appropriate federal, state, and local agencies in ensuring its full compliance with the laws against discrimination. The Agency will consult the Contract Compliance Section of the King County Affirmative Action Program for information and technical assistance and/or for referral to other agencies for assistance.
3. In the event of noncompliance by the Agency with any of the nondiscrimination provisions of this Contract, the County shall have the right, at its option, to cancel the Contract, in whole or in part. If the contract is cancelled after part performance, the County shall be obligated to pay the fair market value or the Contract price, whichever is lower, for goods or services which would have been received and approved by the County.

##### B. Employment

1. The Agency will not discriminate against any employee or applicant for employment due to race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap, in any employment practice including but not limited to, hiring and firing, layoffs, upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation, training, or any other term or condition or practice of employment.
2. The Agency will give notice of its nondiscrimination policy and obligation in all solicitations or advertisements for employees, and will send to each labor union or representative of workers with which it has a collective bargaining agreement or other understanding a notice of the commitments under this section.
3. The Agency will comply with all applicable federal, state, and local laws and regulations regarding nondiscrimination in employment and will develop and implement such affirmative action plans and reporting procedures as may be required, including those required by King County.

### C. Program and Services

The Agency, or any subcontracting authority under this agreement, agrees not to discriminate on the basis of race, color, national origin, religion, creed, sex, age, or the presence of any sensory, mental, or physical handicap, in the access to, or in the provision and administration of, any program or activity under this Contract.

"Discrimination" includes (a) denial of services or benefits, (b) segregated, separate, or different treatment or benefits, (c) utilization of administrative criteria or methods that have the effect of discriminatory treatment. This obligation includes taking affirmative steps to make programs and services available and accessible to the handicapped.

### D. Affirmative Action Reporting

1. The Agency entering into a contract or agreement with King County valued at \$1,000 or more shall submit to the County Executive a total personnel inventory employment profile providing minority, female, and handicap employment data.

The Agency shall complete the employment profile form provided by the County and attach completed form to this Contract.

2. The Agency entering into a contract with King County of more than \$10,000, or which in the aggregate results in more than \$10,000, shall submit an affidavit of compliance in the form provided by the County, demonstrating commitment to comply with the provisions of Ordinance No. 4528. The Agency must adhere to all provisions of the attached ordinance, not so stated above, if applicable.

The Agency shall complete the affidavit of compliance provided by the County and attach completed form to this Contract.

3. The Agency will prepare thirty (30) days after signing this Contract a self-evaluation report of its ability to provide program and services to the handicapped, as mandated under Section 504 of the Rehabilitation Act of 1973. The Agency will prepare a plan for the structural and/or programmatic changes necessary at its premises for compliance with Section 504.

The Agency shall complete a self-evaluation report and return to the County unit thirty (30) days after signing the Contract.

Please note that if the Agency has previously submitted this self-evaluation report to the County, it is exempt from filing a report for this contractual year, provided the Agency will sign a waiver statement indicating continued efforts to comply with Sections 503 and 504 of the 1973 Rehabilitation Act, as amended.

The Agency shall complete the waiver statement provided by the County and attach completed form to this Contract.

4. The Agency will complete all reports and forms provided by the County and will otherwise cooperate fully with the County in monitoring and assisting the Agency in providing nondiscriminating programs.

### E. Subcontracts and Purchases

The Agency will include this Section XIV in every subcontract or purchase order for goods or services which are the subject matter of this Contract.

## XV. CONFLICT OF INTEREST

### A. Interest of Members of County and Agency

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 the 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, and the Agency shall take appropriate steps to assure compliance.

B. The Agency further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees, agents, or subcontractors must be disclosed to the County pursuant to King County Ordinance No. 2294, as amended.

XVI. 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.

XVII. RESERVES

Reserves for the purposes of this Contract shall be such funds in the possession of the Agency derived from subtracting current liabilities from current assets, as defined by generally accepted accounting principles.

Any reserves accumulated by the Agency as of December 31, 1984 in excess of the reserve level as established by the December 31, 1983 balance sheet and statement of financial position shall be returned to the County.

The County assumes no responsibility for maintaining any set reserve level.

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

COUNTY:

AGENCY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
LAURINE D. BREKKE  
Director  
Department of Executive Administration

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
ROBERT I. STIER  
Deputy Prosecuting Attorney  
for  
NORM MALENG  
King County Prosecuting Attorney

\_\_\_\_\_  
Date

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EXHIBIT I  
TERMS OF PAYMENT

I. PAYMENT SCHEDULE

The Agency shall provide legal representation, at the request of the County through its PDP, in accordance with the following schedule:

	<u>Payment per Case Credit</u>	<u>Annual Payment</u>	<u>Increase/Decrease Amount</u>
A. <u>FELONY</u> 1080 felony case credits	\$318	\$343,440	\$270.30
B. <u>SEATTLE MUNICIPAL</u> 2584 misdemeanor case credits	\$125	\$323,000	\$ 50.00
Monday through Friday arraignments		\$128,545	
Training		3,400	
Misdemeanor appeals (up to 89 assigned through PDP)	\$375		
Thereafter unless further agreed	\$125		
	SUBTOTAL	\$454,945	
C. <u>KING COUNTY MISDEMEANORS</u> 2780 misdemeanor case credits	\$115	\$319,700	\$ 97.75
<u>TOTAL CONTRACT AMOUNT</u>		\$1,118,085	

The County will pay the Agency \$93,173.75 monthly (1/12th of the total contract amount) upon a submission of billing to the PDP at the end of each month. On the last day of the month, the Agency agrees to certify acceptance of the number of cases to which it has been appointed during that month. This certification is to be sent to the PDP Administrator five (5) working days after the close of the month.

The Agency will bill the County each month for Seattle Misdemeanor Appeals actually assigned.

---

\* The Agency will provide at least two attorneys one hour before the arraignment calendars.

## II. 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 credit
A case that exceeds 100 attorney hours	1/2 credit for each 25-hour increment over 100 hours
Probation or other reviews	1/3 case credit
Atty/Day or Subst. Advice	1/10 case credit

#### Assignment for Sentencing Only

Felony cases assigned for purposes of sentencing only shall be assigned partial credits, as defined below.

#### Misdemeanor

One completed case	1 credit
Review or other hearing	1 credit

#### Misdemeanor Appeal

King County	2 credits
Seattle Municipal	Per Payment Schedule

### Other Circumstances

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

## III. PAYMENT MODIFICATION SCHEDULE

If the number of cases varies more than 5 percent of this annual case estimate, then it is agreed that payment will be made according to the above increase/decrease rates as follows:

- A. The County will reimburse the Agency at the increase/decrease rate times the number of cases exceeding 5 percent of the yearly estimate; or
- B. The Agency will reimburse the County at the increase/decrease rate times number of cases less than 5 percent of the annual estimate.
- C. If any reimbursement is required, the amount shall be calculated upon the certification of cases submitted for December to the PDP Administrator. The amount to be reimbursed shall be provided before January 23, 1985. During the term of this Contract, but before the actual number of cases assigned in any program area but City misdemeanors exceeds 105 percent of the total for three consecutive months, the County will pay to the Agency an amount equal to the per case payment times the number of cases assigned in excess of 105 percent, as long as a supplemental appropriation is approved to cover these additional costs. If in any month the Agency has received payment in excess of 105 percent of the monthly prorated caseload and in any subsequent month is assigned cases totaling less than 95 percent of the monthly prorated caseload, the Agency's monthly payment shall be reduced accordingly, subject to the December reconciliation described above.
- D. There is no right to reimbursement for cases in Seattle municipal court which exceed the contract amount prior to the December certification.

## EXHIBIT II

### 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, or otherwise required by statute.

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 or series of citations set for one court hearing, complaint, or information.

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, imposition of sentence, or deferral of same, and any other hearing on that cause number that occurs within thirty (30) days of sentence, deferral of sentence, or the entry of an order of deferred prosecution. It shall include the filing of a notice of appeal, if applicable.

In the event that once a case assignment has been made by PDP, and the Agency has begun delivery of legal services, the defendant absconds for a period of ninety (90) days or more, upon reapprehension, 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 PDP.

If, after initial assignment, additional charges are filed under the same cause number against the same 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 PDP.

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 case. Areas included 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, 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.

3. Legal Services: The services the Agency is to provide are legal defense services only and do not include extraordinary expenses incurred in the defense of indigents. The allowance of extraordinary costs at County expense will be determined by a court of competent jurisdiction in accordance with law.

EXHIBIT III

REPORTING REQUIREMENTS AND EVALUATION GUIDELINES

A. Reporting Requirements

Within five (5) days of the last day of each calendar month, the Agency will certify to the Public Defense Program (PDP) Administrator the following information about the previous month:

1. The number of cases assigned to each attorney within a defender association.
2. A monthly report of the expenditures for each type of case handled, per attached form.
3. Closed case reports containing: defendant's and attorney's names; date case assigned and closed; charges; disposition; attorney hours and support staff hours. The format to be used is shown in the example attached.

B. Evaluation Guidelines

1. During 1984, the PDP will review the Agency caseload standards and support staff/attorney ratios for each area of cases. In addition, the Agency's staffing plan will be reviewed to make certain attorneys meet minimum levels of experience for the types of cases they are handling.

a) Caseload Standards

The following maximum caseloads per attorney have been used in the 1984 Contract:

Felony	170
Misdemeanor	470*
Juvenile	330

b) Support Staff

The Seattle-King County Bar Association (SKCBA) Task Force on Indigent Defense Services has recommended the following support staff levels:

Secretary	One for every five 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) Minimum Attorney Qualifications

- 1) Every Agency attorney shall satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court and complete seven hours of continued legal education within each calendar year in courses relating to criminal law practice.
- 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, 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 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, or been trial counsel alone or of record 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.

\*City of Seattle Misdemeanor. - 400



EXHIBIT III (Continued)

- 4) Each staff attorney representing a juvenile or parent in any case must have served one year as a prosecutor, or have served one year as a public defender, or have been trial counsel alone of record in five misdemeanor cases brought to final resolution.
2. The Agency director periodically shall evaluate the professional performance of Agency attorneys. Evaluations should include monitoring of time and case-load records, review of case files, as well as in-court observation. The Agency should make available to the PDP its evaluation criteria and evidence evaluations were conducted, although all evaluations are to be confidential between the Agency's director and the Agency attorney.
3. The Agency should provide sufficient training to keep all attorneys abreast of developments in criminal law, procedure, and court rule.

CLOSED CASE REPORT - EXAMPLE

DEFENDANT	COURT	CAUSE/COURT NUMBER	CHARGES	EXPEDITED (Y or N)	ATTORNEY	DATE ASSIGNED	DATE CLOSED	DISPOSITION (See Below)	SENTENCE (See Below)	APPEAL (Y or N)	PRIOR FELONY CONVICTION (Y or N)	ATTY HOURS *	STAFF HOURS *
BROWN, J.	SUP	828013456	Rape 1	N	Welch	1/2/84	6/8/84	PR	P 60	N	Y	22.4	4.4
			Kidnap					DM					
CADY, R.	AUK	F066789	DWLS	N	Huffin	1/13/84	3/2/84	JG	JG	Y	N	4.7	1.3
LEVINE, J.	SMC	842009878	Prost	N	Lowery	2/4/84	2/28/84	AB		N	N	1.0	.4

DISPOSITION

- JG JURY - GUILTY
- JR JURY - GUILTY REDUCED CHARGE
- JN JURY - NOT GUILTY
- BG BENCH - GUILTY
- BR BENCH - GUILTY REDUCED CHARGE
- BN BENCH - NOT GUILTY
- SG STIPULATED GUILTY
- SN STIPULATED NOT GUILTY
- SI STIPULATED INSANITY
- SR STIPULATED REDUCED CHARGE
- PG PLEAD GUILTY
- PR PLEAD REDUCED CHARGE
- DP DEFERRED PROSECUTION
- DM DISMISSAL
- JJ JURY INSANITY
- BI BENCH INSANITY
- PV PAROLE/PROBATION REVOKED
- PS PAROLE/PROBATION REINSTATED
- CR CONDITIONAL RELEASE
- WD WITHDREW (New Attorney)
- AF DECISION AFFIRMED
- RV DECISION REVERSED
- RE REMAND
- AB ABSCOND

Dependency/ARP

- AG AGREED ORDER
- TR TERMINATION PARENTAL RIGHTS
- CD CONTINUED FOR REVIEW
- DM DISMISSAL
- RO RELINQUISHMENT ORDER
- PL ARP PLACEMENT
- NP ARP NONPLACEMENT

SENTENCE - LEGEND

- Jail: S If Felony, No Jail Entry
- S If Misd., Number of Days
- Total Jail Sentence in Jail Column
- P Felony or Misd., Number of Days in Jail, if any.
- Type S Straight Jail, Detention or Prison; No Probation
- P Probation (with or without Incarceration)

\* Compute hours in .10, to nearest decimal

MONTHLY EXPENDITURE REPORT

MONTH OF: \_\_\_\_\_

840325

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ADMINISTRATION	FELONY	JUVENILE	COUNTY MISD	SEATTLE MISD	INVOLUNTARY TREATMENT
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I. PERSONNEL

- A. Legal Staff Salaries & Benefits
- B. Support Staff Salaries & Benefits
- C. Payroll Taxes


II. MAINTENANCE & OPERATIONS

- A. Memberships
- B. Printing
- C. Postage
- D. Training
- E. Office Supplies
- F. Miscellaneous


III. OVERHEAD

- A. Rent/Lease
- B. Telephone
- C. Other


IV. MISCELLANEOUS

- A. Travel
- B. Other


V. CAPITAL EXPENDITURE


EXHIBIT IV  
STAFFING PLAN

The Agency has submitted the following staffing profile:

<u>PROGRAM AREA</u>	<u>ATTORNEY</u>	<u>STAFF</u>	<u>INVESTIGATOR</u>	<u>SOCIAL WORKER</u>
ADMINISTRATION	(4) <sup>1</sup>	1 (2) <sup>2</sup>		
FELONY	6	2 (3) <sup>3</sup>	1	1
COUNTY MISDEMEANOR	6 (7) <sup>4</sup>	2	1 (2) <sup>4</sup>	
SEATTLE MISDEMEANOR	5 (6) <sup>4</sup>	3	2	
TOTALS	<u>17* (19)</u>	<u>8*(11)</u>	<u>4 (5)</u>	<u>1</u>

1. Four attorneys-involved in dual roles-attorney and administration counted as attorneys only for total.
2. Position change during first part of year adding one other person (bookkeeping)
3. ()=additional typist being added during first part of year
4. ()=additional attorneys and investigator added during first part of year if caseload as anticipated

\* Present totals shown.  
Totals will be as reflected in parentheses during most of the year if assignments as anticipated

Totals do not reflect two janitorial positions not readily identifiable as program support staff.

EXHIBIT v

CITY OF SEATTLE ORDINANCE 101432 REQUIREMENTS

In addition to the nondiscrimination requirements of Section XIV of this Contract, the City of Seattle, through its contract with King County requires any subcontractors to meet the following requirements of Ordinance 101432:

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 qualifications. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, 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 therefore, 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 terms of this provision shall be a material breach of contract.
5. The foregoing provision will be inserted in all subcontracts for work covered by this contract.

The Agency will submit to the Seattle Human Rights Department, through the PDP Administrator, monthly affirmative action reports within ten (10) days of the last day of each calendar month.



King County Purchasing Agency  
 820 King County Administration Building  
 500 Fourth Avenue  
 Seattle, Washington 98104  
 (206) 344-4210

**PERSONNEL INVENTORY REPORT**

LEGAL NAME OF BUSINESS ASSOCIATED COUNSEL FOR THE ACCUSED TELEPHONE NO. 624-8105

ALSO DOING BUSINESS AS (DBA) \_\_\_\_\_

ADDRESS Number One Yesler Way CITY Seattle STATE WA - ZIP 98104

ARE YOU UNIONIZED OR DO YOU USE AN EMPLOYEE REFERRAL AGENCY: YES \_\_\_\_\_ NO X If yes, list the unions or employee referral agencies with whom you do business: \_\_\_\_\_

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

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

EMPLOYMENT DATA	WHITES		BLACKS		ASIANS		NATIVE AMERICANS		HISPANICS		MINORITY SUB-TOTAL	
	M	F	M	F	M	F	M	F	M	F	M	F
Managerial				1								1
Professional	9	4	2	2*	1						3	2
<i>INVEST / SEC</i> Technical		2		2								2
Clerical		3	1	3							1	3
Sales												
Service												
Labor			1	1							1	1
On-Job Trainees												
Apprentice												
*Skilled Craft												
SUB-TOTAL	9	9	4	9	1						5	8

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

\*Legal intern=(1)

TOTAL NUMBER OF EMPLOYEES REPORTED ABOVE: 32 (if no employees, write "0"). THIS REPORT COVERS BUSINESS LOCATION(S) IN (KING COUNTY, WASHINGTON STATE, OTHER STATES) \_\_\_\_\_ FOR THE PAYROLL PERIOD (MONTH, DAY, YEAR) Feb. 8, 1984 IRS EMPLOYER IDENTIFICATION NUMBER 91-0910677

SUBMITTED BY: Roy N. Howson TITLE: Director DATE: Feb. 8, 1984  
 NAME (Print or Type)

10/82

DO NOT WRITE BELOW THIS LINE

AAJ	Vendor #	Certified Stamp	CS	SM	SF	M	PST	TCC	IVF	FPST
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KING COUNTY DEPARTMENT OF HUMAN RESOURCES/PUBLIC DEFENSE PROGRAM

AGENCY EASTSIDE DEFENDER ASSOCIATION

PROJECT TITLE LEGAL DEFENSE SERVICES

CONTRACT AMOUNT \$1,262,480

FUND CODE 01

CONTRACT PERIOD January 1, 1984

TO December 31, 1984

THIS CONTRACT, entered into this      day of March, 1984,  
between KING COUNTY, STATE OF WASHINGTON, hereinafter referred to as the  
"County," and EASTSIDE DEFENDER ASSOCIATION

(address) 123 - 3rd Avenue South

Seattle, WA. 98104

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:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
County	\$1,137,680	1/1/84 to 12/31/84
City of <u>Seattle</u>	\$ 124,800	1/1/84 to 12/31/84
State		
Private		
<b>TOTAL</b>	<b>\$1,262,480</b>	

and

WHEREAS, the County desires to have certain services performed by the Agency as described within this Contract, and as authorized by Ordinance No. 6597

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:

I. SCOPE OF SERVICES

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

- |  |  |
|--|--|
| <u>    </u> Statement of Work  | Attached hereto as Exhibit <u>    </u> |
| <u>    </u> Operating Budget   | Attached hereto as Exhibit <u>    </u> |
| <u>  X  </u> Service Reporting Requirements                            | Attached hereto as Exhibit <u>III</u>  |
| <u>  X  </u> Financial Reporting Requirements/Reimbursement Procedures | Attached hereto as Exhibit <u>I</u>    |
| <u>  X  </u> Ordinance 4528 Requirements                               | Attached hereto as Exhibit <u>VI</u>   |
| <u>  X  </u> Ordinance 5983 Requirements                               | Attached hereto as Exhibit <u>VII</u>  |
| <u>    </u> Requirements of Section 504 of the 1973 Rehabilitation Act | Attached hereto as Exhibit <u>    </u> |

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<u>      </u> DSHS Nondiscrimination Requirements	Attached hereto as Exhibit <u>      </u>
<u>      </u> BARS Requirements	Attached hereto as Exhibit <u>      </u>
<u>  X  </u> Definitions	Attached hereto as Exhibit <u>  II  </u>
<u>  X  </u> City of Seattle Ordinance #101432 Requirements	Attached hereto as Exhibit <u>  V  </u>
<u>  X  </u> Staffing Plan	Attached hereto as Exhibit <u>  IV  </u>
<u>      </u>	Attached hereto as Exhibit <u>      </u>

II. DURATION OF CONTRACT

The performance of the Agency shall commence on the   1   day of   January  , 198  4  , and terminate on the        day of       , 198  . The duration of the Contract may be extended or terminated upon mutual written agreement between the parties hereto and pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

A. The County shall reimburse the Agency for the services as specified in Section I in the amount not to exceed   \$ 1,262,480   except as outlined in Exhibit I, payable in the following manner:

\$105,206.66 monthly (1/12th of the total amount) upon submission of required reports in accordance with terms and conditions expressed in this Contract, including the attached exhibits.

B. The Agency shall submit an invoice executed in accordance with this agreement and its attachments and submit the monthly reports required in the attached exhibits on but not later than five (5) working days after the close of each calendar month, unless otherwise specified in the attached exhibits. The County will initiate authorization for payment after receipt of said invoice and approval of corrected invoice and monthly reports and shall make payment to the Agency not more than twelve (12) working days after said invoice is received by the Office of Finance.

C. In the event of failure to comply with any terms 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. The option is in addition to and not in lieu of the County's right to termination as provided in Section IX of this Contract.

IV. OPERATING BUDGET

The Agency shall apply the funds received from the County under this Contract in accordance with the staffing plan attached in Exhibit   IV  .

V. INTERNAL CONTROL AND ACCOUNTING SYSTEM

A. The Agency shall establish and maintain a system of accounting and accompanying internal control which complies with applicable generally accepted accounting principles and governmental accounting and financial reporting standards.

B. The findings of the Certified Public Accountant as determined during the annual financial audit required by Section VII below shall be used to evaluate the compliance of the Agency with this requirement.

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VI. 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 and other such records as may be necessary by the County to ensure proper accounting for all County funds and compliance with this agreement. Such fiscal books, records, documents, reports, and other data shall be retained in a manner consistent with Exhibit III.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- C. The Agency shall inform the County of the location of the aforesaid books, records, documents, and other evidence of the terms of this Contract, and shall notify the County of any change in location within ten (10) working days of any such relocation.

VII. AUDITS AND INSPECTIONS

- A. The records and documents with respect to all matters covered by this Contract shall be subject at all reasonable times to inspection, review, or audit by the County during the performance of this Contract, except such records that will violate attorney/client confidence pursuant to the Code of Professional Ethics.
- B. The Agency shall have its 1984 annual financial statement audited by an independent Certified Public Accountant and shall provide the County with a copy of such audit no later than July 15, 1985. 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.
- C. The Agency shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials, if applicable because of the funding source, at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Agency in the case of fiscal audits to be conducted by the County.

VIII. EVALUATION

The Agency agrees to cooperate with the County or its agent in the evaluation of the Agency's performance under this Contract and to make available all reasonable information required by such evaluation process. The results and records of such evaluations shall be maintained and disclosed by the County in accordance with RCW Chapter 42.17.

IX. 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 duties, obligations, or services herein become impossible, illegal, or not feasible.

Before the County terminates this Contract pursuant to subsection IX.A.1., the County shall provide the Agency written notice of termination, which notice shall include the reasons for termination. The Agency shall have the opportunity to submit a written response to the County within ten (10) days from the date of the County's notice. If the Agency elects to submit a written response, the Public Defense Program (PDP) Administrator will review the response and make a final determination within ten (10) days after receipt of the Agency's response. In the event the PDP Administrator reaffirms termination, the Contract shall terminate in ten (10) days from the date of the final decision of the Administrator. If the PDP Administrator does not make a final determination within the twenty (20) days provided herein, the Contract shall remain in full force and effect until such a decision 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 IX, 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 PDP 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 all contracted liability with the Agency for that portion of the Contract covered by funds not received.

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 under the terms of this Contract, the Agency will remit any unexpended balance of funds paid under the terms of this Contract, less the amount the County and the Agency agree will be necessary to deliver services to close cases which have been assigned and not closed, and to comply with the remaining terms of this Contract. In the event that the Agency does not have sufficient funds to comply with the terms of this Contract, the County shall pay such funds or make such necessary arrangements as are required for the Agency to comply with the terms of this Contract.
- D. The Agency reserves the right to terminate this Contract with cause with thirty (30) days written notice should the County fail to meet the terms of Section III of this Contract.
- 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 of the Contract.

X. 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 or its Exhibits.
- B. "Subcontract" shall mean any agreement between the Agency and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of support services that do not directly affect the health or welfare of clients.

XI. CHANGES

Either party may request changes to the Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XII. FUNDING ALTERNATIVES AND FUTURE SUPPORT

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

XIII. 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 this 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 the supplying of work, services, materials, or supplies by agency employees or others in connection with the performance of this Contract.
- B. The Agency further agrees it is financially responsible and liable for any audit exception which occurs due to its negligence or its failure to comply with the terms of this Contract.
- 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 any principle of governmental or public law is involved; and 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. The Agency shall maintain continuously public liability insurance with limits of liability not less than: \$250,000 each person, person 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 cancelled without thirty (30) days written prior 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.

In addition, the Agency shall maintain or ensure that its professional employees or contractors maintain professional liability insurance in the event that services delivered pursuant to this Contract, either directly or indirectly, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$500,000 combined single limit per claim/aggregate.

Such insurance shall not be reduced or cancelled without thirty (30) days written prior 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.

#### XIV. NONDISCRIMINATION

##### A. General

1. During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this agreement.

The Agency will 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 49.60, Titles VI and VII of the Civil Rights Law of 1964, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246 issued by the President of the United States, and Executive Order 2001-R issued by the County Executive.

2. The Agency will consult and cooperate fully with King County, the Washington State Human Rights Commission, the Equal Employment Opportunity Commission, and other appropriate federal, state, and local agencies in ensuring its full compliance with the laws against discrimination. The Agency will consult the Contract Compliance Section of the King County Affirmative Action Program for information and technical assistance and/or for referral to other agencies for assistance.
3. In the event of noncompliance by the Agency with any of the nondiscrimination provisions of this Contract, the County shall have the right, at its option, to cancel the Contract, in whole or in part. If the contract is cancelled after part performance, the County shall be obligated to pay the fair market value or the Contract price, whichever is lower, for goods or services which would have been received and approved by the County.

##### B. Employment

1. The Agency will not discriminate against any employee or applicant for employment due to race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap, in any employment practice including but not limited to, hiring and firing, layoffs, upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation, training, or any other term or condition or practice of employment.
2. The Agency will give notice of its nondiscrimination policy and obligation in all solicitations or advertisements for employees, and will send to each labor union or representative of workers with which it has a collective bargaining agreement or other understanding a notice of the commitments under this section.
3. The Agency will comply with all applicable federal, state, and local laws and regulations regarding nondiscrimination in employment and will develop and implement such affirmative action plans and reporting procedures as may be required, including those required by King County.

### C. Program and Services

The Agency, or any subcontracting authority under this agreement, agrees not to discriminate on the basis of race, color, national origin, religion, creed, sex, age, or the presence of any sensory, mental, or physical handicap, in the access to, or in the provision and administration of, any program or activity under this Contract.

"Discrimination" includes (a) denial of services or benefits, (b) segregated, separate, or different treatment or benefits, (c) utilization of administrative criteria or methods that have the effect of discriminatory treatment. This obligation includes taking affirmative steps to make programs and services available and accessible to the handicapped.

### D. Affirmative Action Reporting

1. The Agency entering into a contract or agreement with King County valued at \$1,000 or more shall submit to the County Executive a total personnel inventory employment profile providing minority, female, and handicap employment data.

The Agency shall complete the employment profile form provided by the County and attach completed form to this Contract.

2. The Agency entering into a contract with King County of more than \$10,000, or which in the aggregate results in more than \$10,000, shall submit an affidavit of compliance in the form provided by the County, demonstrating commitment to comply with the provisions of Ordinance No. 4528. The Agency must adhere to all provisions of the attached ordinance, not so stated above, if applicable.

The Agency shall complete the affidavit of compliance provided by the County and attach completed form to this Contract.

3. The Agency will prepare thirty (30) days after signing this Contract a self-evaluation report of its ability to provide program and services to the handicapped, as mandated under Section 504 of the Rehabilitation Act of 1973. The Agency will prepare a plan for the structural and/or programmatic changes necessary at its premises for compliance with Section 504.

The Agency shall complete a self-evaluation report and return to the County unit thirty (30) days after signing the Contract.

Please note that if the Agency has previously submitted this self-evaluation report to the County, it is exempt from filing a report for this contractual year, provided the Agency will sign a waiver statement indicating continued efforts to comply with Sections 503 and 504 of the 1973 Rehabilitation Act, as amended.

The Agency shall complete the waiver statement provided by the County and attach completed form to this Contract.

4. The Agency will complete all reports and forms provided by the County and will otherwise cooperate fully with the County in monitoring and assisting the Agency in providing nondiscriminating programs.

### E. Subcontracts and Purchases

The Agency will include this Section XIV in every subcontract or purchase order for goods or services which are the subject matter of this Contract.

## XV. CONFLICT OF INTEREST

### A. Interest of Members of County and Agency

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 the 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, and the Agency shall take appropriate steps to assure compliance.

B. The Agency further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees, agents, or subcontractors must be disclosed to the County pursuant to King County Ordinance No. 2294, as amended.

XVI. 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.

XVII. RESERVES

Reserves for the purposes of this Contract shall be such funds in the possession of the Agency derived from subtracting current liabilities from current assets, as defined by generally accepted accounting principles. Reserves shall not include income from legal service contracts with contractors other than King County.

Any reserves accumulated by the Agency as of December 31, 1984 in excess of the reserve level as established by the December 31, 1983 balance sheet and statement of financial position shall be returned to the County.

In the event that this Contract is renewed in 1985, for the same or greater dollar amount, then the Agency shall return to the County only such reserves as exceed ten (10) percent of the dollar value of this and any other 1984 contracts with the County for legal services.

If, however, this Contract is renewed in 1985 for a dollar amount less than the total for this Contract and any other 1984 contracts with the County for legal services, the Agency shall return to the County such excess reserves over the reserve level established by the December 31, 1983 balance sheet and statement of financial position as exceed ten (10) percent of the 1985 Contract. In no event shall the Agency have to return any reserves below the December 31, 1983 figure.

The County assumes no responsibility for maintaining any set reserve level.

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

COUNTY:

AGENCY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
LAURINE D. BREKKE  
Director  
Department of Executive Administration

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
ROBERT I. STIER  
Deputy Prosecuting Attorney  
for  
NORM MALENG  
King County Prosecuting Attorney

\_\_\_\_\_  
Date

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EXHIBIT I  
TERMS OF PAYMENT

I. PAYMENT SCHEDULE

The Agency shall provide legal representation, at the request of the County through its PDP, in accordance with the following schedule:

	<u>Payment per Case Credit</u>	<u>Annual Payment</u>	<u>Increase/Decrease Amount</u>
A. <u>FELONY</u> 1050 felony case credits	\$318	\$333,900	\$270.30
B. <u>SEATTLE MUNICIPAL</u> 988 misdemeanor case credits	\$125	\$123,500	\$ 50.00
Training		1,300	
Appeals (up to 89 assigned through PDP) Thereafter unless further agreed	\$375		
	\$125		
	SUBTOTAL	<u>\$124,800</u>	
C. <u>KING COUNTY MISDEMEANOR</u> 3405 misdemeanor case credits	\$115	\$391,575	\$ 97,75
King County Misdemeanor 24-hour telephone service		<u>\$ 5,175</u>	
	SUBTOTAL	<u>\$396,750</u>	
D. <u>JUVENILE OFFENDER</u> 2626 juvenile offender case credits	\$155	\$407,030	\$131,75
<u>TOTAL CONTRACT AMOUNT</u>		<u>\$1,262,480</u>	

The County will pay the Agency \$105,206.67 monthly (1/12th of the total contract amount) upon a submission of billing to the PDP at the end of each month. On the last day of the month, the Agency agrees to certify acceptance of the number of cases to which it has been appointed during that month. This certification is to be sent to the PDP Administrator five (5) working days after the close of the month.

The Agency will bill the County each month for Seattle Misdemeanor Appeals actually assigned.

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II. 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 credit
A case that exceeds 100 attorney hours	1/2 credit for each 25-hour increment over 100 hours
Probation or other reviews	1/3 case credit
Atty/Day or Subst. Advice	1/10 case credit

Assignment for Sentencing Only

Felony cases assigned for purposes of sentencing only shall be assigned partial credits, as defined below.

Misdemeanor

One completed case	1 credit
Review or other hearing	1 credit

Misdemeanor Appeal

King County	2 credits
Seattle Municipal	Per Payment Schedule

Juvenile Offender

One completed case	1 credit
Review or other hearing	1/3 case credit
Attorney of the Day or Substantial Advice	1/10 case credit

Alternative Residential Placement Petition

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

Other Circumstances

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

III. PAYMENT MODIFICATION SCHEDULE

If the number of cases varies more than 5 percent of this annual case estimate, then it is agreed that payment will be made according to the above increase/decrease rates as follows:

- A. The County will reimburse the Agency at the increase/decrease rate times the number of cases exceeding 5 percent of the yearly estimate; or
- B. The Agency will reimburse the County at the increase/decrease rate times number of cases less than 5 percent of the annual estimate.

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- C. If any reimbursement is required, the amount shall be calculated upon the certification of cases submitted for December to the PDP Administrator. The amount to be reimbursed shall be provided before January 23, 1985. During the term of this Contract, but before the actual number of cases assigned in any program area but City misdemeanors exceeds 105 percent of the total for three consecutive months, the County will pay to the Agency an amount equal to the per case payment times the number of cases assigned in excess of 105 percent, as long as a supplemental appropriation is approved to cover these additional costs. If in any month the Agency has received payment in excess of 105 percent of the monthly prorated caseload and in any subsequent month is assigned cases totaling less than 95 percent of the monthly prorated caseload, the Agency's monthly payment shall be reduced accordingly, subject to the December reconciliation described above.
- D. There is no right to reimbursement for cases in Seattle municipal court which exceed the contract amount prior to the December certification.

EXHIBIT II

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, or otherwise required by statute.

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 or series of citations set for one court hearing, complaint, or information.

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, imposition of sentence, or deferral of same, and any other hearing on that cause number that occurs within thirty (30) days of sentence, deferral of sentence, or the entry of an order of deferred prosecution. It shall include the filing of a notice of appeal, if applicable.

In the event that once a case assignment has been made by PDP, 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 PDP.

If, after initial assignment, additional charges are filed under the same cause number against the same 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 PDP.

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 case. Areas included 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, 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.

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 or imposition of sentence.

In the event that once a case assignment has been made by PDP, 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 the PDP.

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If, after initial assignment, additional charges are filed under the same case 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 PDP.

- 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 a completed juvenile offender modification/review.
  - f. Alternative Residential Placement Petition: An Alternative Residential Placement (ARP) petition involves the representation of one child or one parent/parents from the filing of the petition through determination of placement.
  - g. Alternative Residential Placement Review: An Alternative Residential Placement 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.
3. Legal Services: The services the Agency is to provide are legal defense services only and do not include extraordinary expenses incurred in the defense of indigents. The allowance of extraordinary costs at County expense will be determined by a court of competent jurisdiction in accordance with law.

EXHIBIT III

REPORTING REQUIREMENTS AND EVALUATION GUIDELINES

A. Reporting Requirements

Within five (5) days of the last day of each calendar month, the Agency will certify to the Public Defense Program (PDP) Administrator the following information about the previous month:

1. The number of cases assigned to each attorney within a defender association.
2. A monthly report of the expenditures for each type of case handled, per attached form.
3. Closed case reports containing: defendant's and attorney's names; date case assigned and closed; charges; disposition; attorney hours and support staff hours. The format to be used is shown in the example attached.

B. Evaluation Guidelines

1. During 1984, the PDP will review the Agency caseload standards and support staff/attorney ratios for each area of cases. In addition, the Agency's staffing plan will be reviewed to make certain attorneys meet minimum levels of experience for the types of cases they are handling.

a) Caseload Standards

The following maximum caseloads per attorney have been used in the 1984 Contract:

Felony	170
Misdemeanor	470*
Juvenile	330

b) Support Staff

The Seattle-King County Bar Association (SKCBA) Task Force on Indigent Defense Services has recommended the following support staff levels:

Secretary	One for every five 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) Minimum Attorney Qualifications

- 1) Every Agency attorney shall satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court and complete seven hours of continued legal education within each calendar year in courses relating to criminal law practice.
- 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, 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 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, or been trial counsel alone or of record 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.

\*City of Seattle Misdemeanor - 400

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EXHIBIT III (Continued)

- 4) Each staff attorney representing a juvenile or parent in any case must have served one year as a prosecutor, or have served one year as a public defender, or have been trial counsel alone of record in five misdemeanor cases brought to final resolution.
2. The Agency director periodically shall evaluate the professional performance of Agency attorneys. Evaluations should include monitoring of time and case-load records, review of case files, as well as in-court observation. The Agency should make available to the PDP its evaluation criteria and evidence evaluations were conducted, although all evaluations are to be confidential between the Agency's director and the Agency attorney.
3. The Agency should provide sufficient training to keep all attorneys abreast of developments in criminal law, procedure, and court rule.

DEFENDANT	COURT	CAUSE/COURT NUMBER	CHARGES	EXPEDITED (Y or N)	ATTORNEY	DATE ASSIGNED	DATE CLOSED	DISPOSITION (See Below)	SENTENCE (See Below)	APPEAL (Y or N)	PRIOR FELONY CONVICTION (Y or N)	ATTY HOURS *	STAFF HOURS *
BROWN, J.	SUP	828013456	Rape 1	N	Welch	1/2/84	6/8/84	PR	P 60	N	Y	22.4	4.4
			Kidnap					DM					
CADY, R.	AUK	F066789	DWLS	N	Huffin	1/13/84	3/2/84	JG	JG	Y	N	4.7	1.3
LEVINE, J.	SMC	842009878	Prost	N	Lowery	2/4/84	2/28/84	AB		N	N	1.0	4

DISPOSITION

Dependency/ARP

SENTENCE - LEGEND

JG	JURY - GUILTY	AG	AGREED ORDER	<u>Jail:</u>	S	If Felony, No Jail Entry
JR	JURY - GUILTY REDUCED CHARGE	TR	TERMINATION PARENTAL RIGHTS		S	If Misd., Number of Days
JN	JURY - NOT GUILTY	CD	CONTINUED FOR REVIEW			Total Jail Sentence in Jail Column
BG	BENCH - GUILTY	DM	DISMISSAL			
BR	BENCH - GUILTY REDUCED CHARGE	RO	RELINQUISHMENT ORDER		P	Felony or Misd., Number of Days in Jail, If any.
BN	BENCH - NOT GUILTY	PL	ARP PLACEMENT			
SC	STIPULATED GUILTY	NP	ARP NONPLACEMENT			
SN	STIPULATED NOT GUILTY			<u>Type</u>	S	Straight Jail, Detention or
SI	STIPULATED INSANITY					Prison; No Probation
SR	STIPULATED REDUCED CHARGE				P	Probation (with or without
PG	PLEAD GUILTY					Incarceration)
PR	PLEAD REDUCED CHARGE					
DP	DEFERRED PROSECUTION					
DM	DISMISSAL					
J1	JURY INSANITY					
BI	BENCH INSANITY					
PV	PAROLE/PROBATION REVOKED					
PS	PAROLE/PROBATION REINSTATED					
CR	CONDITIONAL RELEASE					
WD	WITHDREW (New Attorney)					
AF	DECISION AFFIRMED					
RV	DECISION REVERSED					
RE	REMAND					
AB	ABSCOND					

CLOSED CASE REPORT - EXAMPLE

\* Compute hours in .10, to nearest decimal

MONTHLY EXPENDITURE REPORT

MONTH OF:

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**I. PERSONNEL**

- A. Legal Staff Salaries & Benefits
- B. Support Staff Salaries & Benefits
- C. Payroll Taxes

ADMINISTRATION	FELONY	JUVENILE	COUNTY MISD	SEATTLE MISD	INVOLUNTARY TREATMENT

**II. MAINTENANCE & OPERATIONS**

- A. Memberships
- B. Printing
- C. Postage
- D. Training
- E. Office Supplies
- F. Miscellaneous


**III. OVERHEAD**

- A. Rent/Lease
- B. Telephone
- C. Other


**IV. MISCELLANEOUS**

- A. Travel
- B. Other


**V. CAPITAL EXPENDITURE**


EXHIBIT IV  
STAFFING PLAN

The following staffing profile was submitted by the Agency on January 1, 1984:

<u>PROGRAM AREA</u>	<u>ATTORNEY</u>	<u>STAFF</u>	<u>INVESTIGATOR</u>	<u>SOCIAL WORKER</u>
ADMINISTRATION	1.0	1.0	--	--
FELONY	7.0	2.0	3.0	.5
COUNTY MISDEMEANOR	7.0	2.0	3.0	--
SEATTLE MISDEMEANOR	2.5	1.0	1.0	--
INVOLUNTARY TREATMENT	1.0	1.0	1.0	--
JUVENILE OFFENDER	7.5	2.0	2.0	.5
	<u>26.0</u>	<u>9.0</u>	<u>10.0</u>	<u>1.0</u>

The Agency intends to maintain a staffing profile that is commensurate with its work level.



EXHIBIT V

CITY OF SEATTLE ORDINANCE 101432 REQUIREMENTS

In addition to the nondiscrimination requirements of Section XIV of this Contract, the City of Seattle, through its contract with King County requires any subcontractors to meet the following requirements of Ordinance 101432:

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 qualifications. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, 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 therefore, 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 terms of this provision shall be a material breach of contract.
5. The foregoing provision will be inserted in all subcontracts for work covered by this contract.

The Agency will submit to the Seattle Human Rights Department, through the PDP Administrator, monthly affirmative action reports within ten (10) days of the last day of each calendar month.

**ATTACHMENT A**

King County Purchasing Agency  
 620 King County Administration Building  
 500 Fourth Avenue  
 Seattle, Washington 98104  
 (206) 344-4210

**PERSONNEL INVENTORY REPORT**

**LEGAL NAME OF BUSINESS** Eastside Defender Association **TELEPHONE NO.** 206-625-9146

**DOING BUSINESS AS (DBA)** n/a

**ADDRESS** 123 Third Ave. S. #300 **CITY** Seattle **STATE** WA **ZIP** 98104

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

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

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

EMPLOYMENT DATA	WHITES		BLACKS		ASIANS		NATIVE AMERICANS		HISPANICS		MINORITY SUB-TOTAL	
	M	F	M	F	M	F	M	F	M	F	M	F
Managerial	2	1										
Professional	13	10	1			1					1	1
Social Wkr. Technical		1										
Clerical		7							1			1
Sales												
Paralegals	8	3	1	1	1						2	1
Labor												
On-Job Trainees												
Apprentice												
*Skilled Craft										1	3	3
<b>SUB-TOTAL</b>	<b>23</b>	<b>22</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>				<b>1</b>	<b>3</b>	<b>3</b>

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

**TOTAL NUMBER OF EMPLOYEES REPORTED ABOVE:** 51 (If no employees, write "0"). **THIS REPORT COVERS BUSINESS LOCATION(S) IN (KING COUNTY, WASHINGTON STATE, OTHER STATES)** \_\_\_\_\_ **FOR THE PAYROLL PERIOD** \_\_\_\_\_  
**MONTH, DAY, YEAR.** 3/15/84 **IRS EMPLOYER IDENTIFICATION NUMBER** 91-0954287

**SUBMITTED BY:** JERRY N. PARKS *Jerry N. Parks* **TITLE:** Director **DATE:** 3/15/84  
NAME (Print or Type)

DO NOT WRITE BELOW THIS LINE

AA#	AFF DATE	CT	GC	Vendor #	Certified Stamp	CS	SM	SF	PST	TCC	FPST
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048300 100

KING COUNTY DEPARTMENT OF HUMAN RESOURCES/PUBLIC DEFENSE PROGRAM

AGENCY EASTSIDE DEFENDER ASSOCIATION  
 PROJECT TITLE INVOLUNTARY TREATMENT LEGAL DEFENSE SERVICES  
 CONTRACT AMOUNT \$ 57,318\* FUND CODE 01  
 CONTRACT PERIOD January 1, 1984 TO December 31, 1984

THIS CONTRACT, entered into this        day of March, 1984,  
 between KING COUNTY, STATE OF WASHINGTON, hereinafter referred to as the  
 "County," and EASTSIDE DEFENDER ASSOCIATION  
 (address) 123 - 3rd Avenue South  
Seattle, WA. 98104

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:

<u>FUNDING SOURCES</u>	<u>FUNDING LEVELS</u>	<u>EFFECTIVE DATES</u>
County	\$ 22,927	1/1/84 to 12/31/84
Federal		
State	\$ 34,391	1/1/84 to 12/31/84
Private		
<b>TOTAL</b>	<b>\$ 57,318</b>	

and

WHEREAS, the County desires to have certain services performed by the Agency as described within this Contract, and as authorized by Ordinance No. 6597

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:

I. SCOPE OF SERVICES

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

- |  |   |
|--|---|
| <u>      </u> Statement of Work  | Attached hereto as Exhibit <u>      </u>      |
| <u>      </u> Operating Budget   | Attached hereto as Exhibit <u>      </u>      |
| <u>  x  </u> Service Reporting Requirements                              | Attached hereto as Exhibit <u>III</u>         |
| <u>  x  </u> Financial Reporting Requirements/Reimbursement Procedures   | Attached hereto as Exhibit <u>I &amp; III</u> |
| <u>  x  </u> Ordinance 4528 Requirements                                 | Attached hereto as Exhibit <u>VI</u>          |
| <u>  x  </u> Ordinance 5983 Requirements                                 | Attached hereto as Exhibit <u>VII</u>         |
| <u>      </u> Requirements of Section 504 of the 1973 Rehabilitation Act | Attached hereto as Exhibit <u>      </u>      |

\* Up to this amount, without Contract modification

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<u>      </u> DSHS Nondiscrimination Requirements	Attached hereto as Exhibit <u>      </u>
<u>      </u> BARS Requirements	Attached hereto as Exhibit <u>      </u>
<u>  X  </u> Involuntary Treatment Supplemental	Attached hereto as Exhibit <u>  V  </u>
<u>  X  </u> Staffing Plan	Attached hereto as Exhibit <u>  IV  </u>
<u>  X  </u> Definitions	Attached hereto as Exhibit <u>  II  </u>
<u>      </u>	Attached hereto as Exhibit <u>      </u>

II. DURATION OF CONTRACT

The performance of the Agency shall commence on the   I   day of January, 1984, and terminate on the   31   day of December, 1984. The duration of the Contract may be extended or terminated upon mutual written agreement between the parties hereto and pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

A. The County shall reimburse the Agency for the services as specified in Section I in the amount not to exceed   \$57,318   except as outlined in Exhibit I, payable in the following manner:

Monthly at a set rate of \$123.00 per case

                                 monthly (1/12th of the total amount) upon submission of required reports in accordance with terms and conditions expressed in this Contract, including the attached exhibits.

B. The Agency shall submit an invoice executed in accordance with this agreement and its attachments and submit the monthly reports required in the attached exhibits on but not later than five (5) working days after the close of each calendar month, unless otherwise specified in the attached exhibits. The County will initiate authorization for payment after receipt of said invoice and approval of corrected invoice and monthly reports and shall make payment to the Agency not more than twelve (12) working days after said invoice is received by the Office of Finance.

C. In the event of failure to comply with any terms 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. The option is in addition to and not in lieu of the County's right to termination as provided in Section IX of this Contract.

IV. OPERATING BUDGET

The Agency shall apply the funds received from the County under this Contract in accordance with the staffing plan attached in Exhibit   IV  .

V. INTERNAL CONTROL AND ACCOUNTING SYSTEM

A. The Agency shall establish and maintain a system of accounting and accompanying internal control which complies with applicable generally accepted accounting principles and governmental accounting and financial reporting standards.

B. The findings of the Certified Public Accountant as determined during the annual financial audit required by Section VII below shall be used to evaluate the compliance of the Agency with this requirement.

VI. 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 and other such records as may be necessary by the County to ensure proper accounting for all County funds and compliance with this agreement. Such fiscal books, records, documents, reports, and other data shall be retained in a manner consistent with Exhibit III.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- C. The Agency shall inform the County of the location of the aforesaid books, records, documents, and other evidence of the terms of this Contract, and shall notify the County of any change in location within ten (10) working days of any such relocation.

VII. AUDITS AND INSPECTIONS

- A. The records and documents with respect to all matters covered by this Contract shall be subject at all reasonable times to inspection, review, or audit by the County during the performance of this Contract, except such records that will violate attorney/client confidence pursuant to the Code of Professional Ethics.
- B. The Agency shall have its 1984 annual financial statement audited by an independent Certified Public Accountant and shall provide the County with a copy of such audit no later than July 15, 1985. 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.
- C. The Agency shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials, if applicable because of the funding source, at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Agency in the case of fiscal audits to be conducted by the County.

VIII. EVALUATION

The Agency agrees to cooperate with the County or its agent in the evaluation of the Agency's performance under this Contract and to make available all reasonable information required by such evaluation process. The results and records of such evaluations shall be maintained and disclosed by the County in accordance with RCW Chapter 42.17.

IX. 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 duties, obligations, or services herein become impossible, illegal, or not feasible.

Before the County terminates this Contract pursuant to subsection IX.A.1., the County shall provide the Agency written notice of termination, which notice shall include the reasons for termination. The Agency shall have the opportunity to submit a written response to the County within ten (10) days from the date of the County's notice. If the Agency elects to submit a written response, the Public Defense Program (PDP) Administrator will review the response and make a final determination within ten (10) days after receipt of the Agency's response. In the event the PDP Administrator reaffirms termination, the Contract shall terminate in ten (10) days from the date of the final decision of the Administrator. If the PDP Administrator does not make a final determination within the twenty (20) days provided herein, the Contract shall remain in full force and effect until such a decision is made and communicated to the Agency.

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In the event this Contract is terminated in whole or in part pursuant to Subsection A.1 of the Section IX, 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 PDP 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 all contracted liability with the Agency for that portion of the Contract covered by funds not received.

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 under the terms of this Contract, the Agency will remit any unexpended balance of funds paid under the terms of this Contract, less the amount the County and the Agency agree will be necessary to deliver services to close cases which have been assigned and not closed, and to comply with the remaining terms of this Contract. In the event that the Agency does not have sufficient funds to comply with the terms of this Contract, the County shall pay such funds or make such necessary arrangements as are required for the Agency to comply with the terms of this Contract.
- D. The Agency reserves the right to terminate this Contract with cause with thirty (30) days written notice should the County fail to meet the terms of Section III of this Contract.
- 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 of the Contract.

X. 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 or its Exhibits.
- B. "Subcontract" shall mean any agreement between the Agency and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of support services that do not directly affect the health or welfare of clients.

XI. CHANGES

Either party may request changes to the Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XII. FUNDING ALTERNATIVES AND FUTURE SUPPORT

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

XIII. 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 this 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 the supplying of work, services, materials, or supplies by agency employees or others in connection with the performance of this Contract.

B. The Agency further agrees it is financially responsible and liable for any audit exception which occurs due to its negligence or its failure to comply with the terms of this Contract.

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 any principle of governmental or public law is involved; and 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. The Agency shall maintain continuously public liability insurance with limits of liability not less than: \$250,000 each person, person 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 cancelled without thirty (30) days written prior 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.

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In addition, the Agency shall maintain or ensure that its professional employees or contractors maintain professional liability insurance in the event that services delivered pursuant to this Contract, either directly or indirectly, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$500,000 combined single limit per claim/aggregate.

Such insurance shall not be reduced or cancelled without thirty (30) days written prior 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.

#### XIV. NONDISCRIMINATION

##### A. General

1. During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this agreement.

The Agency will 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 49.60, Titles VI and VII of the Civil Rights Law of 1964, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246 issued by the President of the United States, and Executive Order 2001-R issued by the County Executive.

2. The Agency will consult and cooperate fully with King County, the Washington State Human Rights Commission, the Equal Employment Opportunity Commission, and other appropriate federal, state, and local agencies in ensuring its full compliance with the laws against discrimination. The Agency will consult the Contract Compliance Section of the King County Affirmative Action Program for information and technical assistance and/or for referral to other agencies for assistance.
3. In the event of noncompliance by the Agency with any of the nondiscrimination provisions of this Contract, the County shall have the right, at its option, to cancel the Contract, in whole or in part. If the contract is cancelled after part performance, the County shall be obligated to pay the fair market value or the Contract price, whichever is lower, for goods or services which would have been received and approved by the County.

##### B. Employment

1. The Agency will not discriminate against any employee or applicant for employment due to race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap, in any employment practice including but not limited to, hiring and firing, layoffs, upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation, training, or any other term or condition or practice of employment.
2. The Agency will give notice of its nondiscrimination policy and obligation in all solicitations or advertisements for employees, and will send to each labor union or representative of workers with which it has a collective bargaining agreement or other understanding a notice of the commitments under this section.
3. The Agency will comply with all applicable federal, state, and local laws and regulations regarding nondiscrimination in employment and will develop and implement such affirmative action plans and reporting procedures as may be required, including those required by King County.



### C. Program and Services

The Agency, or any subcontracting authority under this agreement, agrees not to discriminate on the basis of race, color, national origin, religion, creed, sex, age, or the presence of any sensory, mental, or physical handicap, in the access to, or in the provision and administration of, any program or activity under this Contract.

"Discrimination" includes (a) denial of services or benefits, (b) segregated, separate, or different treatment or benefits, (c) utilization of administrative criteria or methods that have the effect of discriminatory treatment. This obligation includes taking affirmative steps to make programs and services available and accessible to the handicapped.

### D. Affirmative Action Reporting

1. The Agency entering into a contract or agreement with King County valued at \$1,000 or more shall submit to the County Executive a total personnel inventory employment profile providing minority, female, and handicap employment data.

The Agency shall complete the employment profile form provided by the County and attach completed form to this Contract.

2. The Agency entering into a contract with King County of more than \$10,000, or which in the aggregate results in more than \$10,000, shall submit an affidavit of compliance in the form provided by the County, demonstrating commitment to comply with the provisions of Ordinance No. 4528. The Agency must adhere to all provisions of the attached ordinance, not so stated above, if applicable.

The Agency shall complete the affidavit of compliance provided by the County and attach completed form to this Contract.

3. The Agency will prepare thirty (30) days after signing this Contract a self-evaluation report of its ability to provide program and services to the handicapped, as mandated under Section 504 of the Rehabilitation Act of 1973. The Agency will prepare a plan for the structural and/or programmatic changes necessary at its premises for compliance with Section 504.

The Agency shall complete a self-evaluation report and return to the County unit thirty (30) days after signing the Contract.

Please note that if the Agency has previously submitted this self-evaluation report to the County, it is exempt from filing a report for this contractual year, provided the Agency will sign a waiver statement indicating continued efforts to comply with Sections 503 and 504 of the 1973 Rehabilitation Act, as amended.

The Agency shall complete the waiver statement provided by the County and attach completed form to this Contract.

4. The Agency will complete all reports and forms provided by the County and will otherwise cooperate fully with the County in monitoring and assisting the Agency in providing nondiscriminating programs.

### E. Subcontracts and Purchases

The Agency will include this Section XIV in every subcontract or purchase order for goods or services which are the subject matter of this Contract.

## XV. CONFLICT OF INTEREST

### A. Interest of Members of County and Agency

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 the 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, and the Agency shall take appropriate steps to assure compliance.

B. The Agency further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees, agents, or subcontractors must be disclosed to the County pursuant to King County Ordinance No. 2294, as amended.

XVI. 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.

XVII. RESERVES

Reserves for the purposes of this Contract shall be such funds in the possession of the Agency derived from subtracting current liabilities from current assets, as defined by generally accepted accounting principles. Reserves shall not include income from legal service contracts with contractors other than King County.

Any reserves accumulated by the Agency as of December 31, 1984 in excess of the reserve level as established by the December 31, 1983 balance sheet and statement of financial position shall be returned to the County.

In the event that this Contract is renewed in 1985, for the same or greater dollar amount, then the Agency shall return to the County only such reserves as exceed ten (10) percent of the dollar value of this and any other 1984 contracts with the County for legal services.

If, however, this Contract is renewed in 1985 for a dollar amount less than the total for this Contract and any other 1984 contracts with the County for legal services, the Agency shall return to the County such excess reserves over the reserve level established by the December 31, 1983 balance sheet and statement of financial position as exceed ten (10) percent of the 1985 Contract. In no event shall the Agency have to return any reserves below the December 31, 1983 figure.

The County assumes no responsibility for maintaining any set reserve level.

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

COUNTY:

AGENCY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
LAURINE D. BREKKE  
Director  
Department of Executive Administration

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
ROBERT I. STIER  
Deputy Prosecuting Attorney  
for  
NORM MALENG  
King County Prosecuting Attorney

\_\_\_\_\_  
Date

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EXHIBIT I

The County shall reimburse the Agency for legal representation provided at the request of the Public Defense Program (PDP) in the following manner: Monthly at a set rate of \$123 per case upon submission of required reports in accordance with terms and conditions expressed in this Contract, including attached Exhibits.

EXHIBIT II - DEFINITIONS

1. Indigent: An indigent is a person determined indigent by the County or Court as being eligible for a court-appointed attorney, or as otherwise required by statute.
2. Case: A case means all proceedings under one docket number for one individual.
3. Legal Services: The services the Agency is to provide are legal defense services only and do not include extraordinary expenses incurred in the defense of indigents. The allowance of extraordinary costs at County expense will be determined by a court of competent jurisdiction in accordance with law.

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### EXHIBIT III

#### REPORTING REQUIREMENTS AND EVALUATION GUIDELINES

##### A. Reporting Requirements

Within 5 days of the last day of each calendar month, the Agency will certify to the PDP Administrator the following information about the previous month:

1. A monthly report of the expenditures for each type of case handled, per attached form.
2. Closed case reports containing: defendant's and attorney's names; date case assigned and closed; disposition; attorney hours and support staff hours.

##### B. Evaluation Guidelines

1. During 1984, the PDP will review the Agency's caseload standards and support staff/attorney ratios for each area of cases. In addition, the Agency's staffing plan will be reviewed to make certain attorneys meet minimum levels of experience for the types of cases they are handling.

###### a) Caseload Standards

The following maximum caseload per attorney has been used in the 1984 Contract:

ITA                      440

###### 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 and complete seven hours of continued legal education within each calendar year in courses relating to criminal law practice.
2. The Agency director periodically shall evaluate the professional performance of its attorneys. Evaluations should include monitoring of time and caseload records, review of case files as well in-court observation. The Agency should make available to the PDP its evaluation criteria and evidence evaluations were conducted, although all evaluations are to be confidential between the Agency's director and its attorney.
3. The Agency should provide sufficient training to keep its attorneys abreast of developments in involuntary treatment law, procedures and court rules.

MONTHLY EXPENDITURE REPORT

MONTH OF:

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I. PERSONNEL

- A. Legal Staff Salaries & Benefits
- B. Support Staff Salaries & Benefits
- C. Payroll Taxes

ADMINISTRATION	FELONY	JUVENILE	COUNTY MISD	SEATTLE MISD	INVOLUNTARY TREATMENT

II. MAINTENANCE & OPERATIONS

- A. Memberships
- B. Printing
- C. Postage
- D. Training
- E. Office Supplies
- F. Miscellaneous


III. OVERHEAD

- A. Rent/Lease
- B. Telephone
- C. Other


IV. MISCELLANEOUS

- A. Travel
- B. Other


V. CAPITAL EXPENDITURE


EXHIBIT IV  
STAFFING PLAN

The following staffing profile was submitted by the Agency on January 1, 1984:

<u>PROGRAM AREA</u>	<u>ATTORNEY</u>	<u>STAFF</u>	<u>INVESTIGATOR</u>	<u>SOCIAL WORKER</u>
ADMINISTRATION	1.0	1.0	--	--
FELONY	7.0	2.0	3.0	.5
COUNTY MISDEMEANOR	7.0	2.0	3.0	--
SEATTLE MISDEMEANOR	2.5	1.0	1.0	--
INVOLUNTARY TREATMENT	1.0	1.0	1.0	--
JUVENILE OFFENDER	7.5	2.0	2.0	.5
	<u>26.0</u>	<u>9.0</u>	<u>10.0</u>	<u>1.0</u>

The Agency intends to maintain a staffing profile that is commensurate with its work level.

EXHIBIT V

INVOLUNTARY TREATMENT SUPPLEMENTAL PROVISIONS

The County is contracting with the Agency to provide the necessary funds for providing legal services for King County residents, as required by the Involuntary Treatment Act, RCW 71.05, as described in Section I, Scope of Services, and in accordance with the terms and conditions as set forth under RCW 71.05 Contracts #3020-38132 (ITA 1984) ATG 24498 and #1004-BGG-33833(1) and WAC 275.55.

Section VI, page 3 of this Contract shall be controlled by the following provisions:

- 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 and other such records as may be deemed necessary by the County to ensure proper accounting for all service funds and compliance with this agreement. Such fiscal books, records, documents, reports, and other data shall be retained in a manner consistent with the Budgeting, Accounting and Reporting System (BARS) for Counties and Cities and Other Local Governments, as issued by the Office of the State Auditor, State of Washington.
- B. These records shall be maintained for a period of ten (10) years after termination hereof, unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.

Section XIII, page 5 of this Contract shall also include as protected parties the State of Washington, its elected officials, officers, agents, and employees.



ATTACHMENT A



King County Purchasing Agency  
 620 King County Administration Building  
 500 Fourth Avenue  
 Seattle, Washington 98104  
 (206)344-4210

PERSONNEL INVENTORY REPORT

LEGAL NAME OF BUSINESS Eastside Defender Association TELEPHONE NO. 206-625-9146

ALSO DOING BUSINESS AS (DBA) n/a

ADDRESS 123 Third Ave. S. #300 CITY Seattle STATE WA ZIP 98104

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

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

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

EMPLOYMENT DATA	WHITES		BLACKS		ASIANS		NATIVE AMERICANS		HISPANICS		MINORITY SUB-TOTAL	
	M	F	M	F	M	F	M	F	M	F	M	F
Managerial	2	1										
Professional	13	10	1			1					1	1
Social Wkr. <del>Technical</del>		1										
Clerical		7								1		1
Sales												
Paralegals <del>Service</del>	8	3	1	1	1						2	1
Labor												
On-Job Trainees												
Apprentice												
*Skilled Craft												
SUB-TOTAL	23	22	2	1	1	1				1	3	3

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

TOTAL NUMBER OF EMPLOYEES REPORTED ABOVE: 51 (If no employees, write "0"). THIS REPORT COVERS BUSINESS LOCATION(S) IN (KING COUNTY, WASHINGTON STATE, OTHER STATES) \_\_\_\_\_ FOR THE PAYROLL PERIOD (MONTH, DAY, YEAR), 3/15/84 IRS EMPLOYER IDENTIFICATION NUMBER 91-0954287

SUBMITTED BY: JERRY N. PARKS *Jerry N. Parks* TITLE: Director DATE: 3/15/84  
 NAME (Print or Type)

DO NOT WRITE BELOW THIS LINE

AA#	AFF DATE	CT	GC	Vendor #	Certified Stamp	CS	SM	SF	PST	TCC	FPST
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KING COUNTY DEPARTMENT OF HUMAN RESOURCES/PUBLIC DEFENSE PROGRAM

AGENCY SOCIETY OF COUNSEL REPRESENTING ACCUSED PERSONS  
 PROJECT TITLE PUBLIC DEFENSE LEGAL SERVICES  
 CONTRACT AMOUNT \$428,905 FUND CODE 001  
 CONTRACT PERIOD January 1, 1984 TO December 31, 1984

THIS CONTRACT, entered into this        day of MARCH, 19884,  
 between KING COUNTY, STATE OF WASHINGTON, hereinafter referred to as the  
 "County," and SOCIETY OF COUNSEL REPRESENTING ACCUSED PERSONS  
 (address) 1212 East Pine  
Seattle, Washington 98122

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:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
County	\$428,905	1/1/84 to 12/31/84
Federal		
State		
Private		
<b>TOTAL</b>	<b>\$428,905</b>	

and

WHEREAS, the County desires to have certain services performed by the Agency as described within this Contract, and as authorized by Ordinance No. 6597

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:

I. SCOPE OF SERVICES

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

- Statement of Work Attached hereto as Exhibit
- Operating Budget Attached hereto as Exhibit
- X   Service Reporting Requirements Attached hereto as Exhibit III
- X   Financial Reporting Requirements/Reimbursement Procedures Attached hereto as Exhibit I
- X   Ordinance 4528 Requirements Attached hereto as Exhibit VI
- X   Ordinance 5983 Requirements Attached hereto as Exhibit VII
- Requirements of Section 504 of the 1973 Rehabilitation Act Attached hereto as Exhibit

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<u>      </u> DSHS Nondiscrimination Requirements	Attached hereto as Exhibit <u>      </u>
<u>      </u> BARS Requirements	Attached hereto as Exhibit <u>      </u>
<u>  X  </u> Definitions	Attached hereto as Exhibit <u>  II  </u>
<u>      </u>	Attached hereto as Exhibit <u>      </u>
<u>  X  </u> Staffing Plan	Attached hereto as Exhibit <u>  IV  </u>
<u>      </u>	Attached hereto as Exhibit <u>      </u>

II. DURATION OF CONTRACT

The performance of the Agency shall commence on the   1   day of January, 198<sup>4</sup>, and terminate on the   31st   day of December, 198<sup>4</sup>. The duration of the Contract may be extended or terminated upon mutual written agreement between the parties hereto and pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

A. The County shall reimburse the Agency for the services as specified in Section I in the amount not to exceed   \$428,905   except as outlined in Exhibit I, payable in the following manner:

\$35,742.08 monthly (1/12th of the total amount) upon submission of required reports in accordance with terms and conditions expressed in this Contract, including the attached exhibits.

B. The Agency shall submit an invoice executed in accordance with this agreement and its attachments and submit the monthly reports required in the attached exhibits on but not later than fifteen (15) working days after the close of each calendar month, unless otherwise specified in the attached exhibits. The County will initiate authorization for payment after receipt of said invoice and approval of corrected invoice and monthly reports and shall make payment to the Agency not more than twelve (12) working days after said invoice is received by the Office of Finance.

C. In the event of failure to comply with any terms 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. The option is in addition to and not in lieu of the County's right to termination as provided in Section IX of this Contract.

IV. OPERATING BUDGET

The Agency shall apply the funds received from the County under this Contract in accordance with the staffing plan attached in Exhibit   IV  .

V. INTERNAL CONTROL AND ACCOUNTING SYSTEM

A. The Agency shall establish and maintain a system of accounting and accompanying internal control which complies with applicable generally accepted accounting principles and governmental accounting and financial reporting standards.

B. The findings of the Certified Public Accountant as determined during the annual financial audit required by Section VII below shall be used to evaluate the compliance of the Agency with this requirement.

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VI. 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 and other such records as may be necessary by the County to ensure proper accounting for all County funds and compliance with this agreement. Such fiscal books, records, documents, reports, and other data shall be retained in a manner consistent with Exhibit III.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14.
- C. The Agency shall inform the County of the location of the aforesaid books, records, documents, and other evidence of the terms of this Contract, and shall notify the County of any change in location within ten (10) working days of any such relocation.

VII. AUDITS AND INSPECTIONS

- A. The records and documents with respect to all matters covered by this Contract shall be subject at all reasonable times to inspection, review, or audit by the County during the performance of this Contract, except such records that will violate attorney/client confidence pursuant to the Code of Professional Ethics.
- B. The Agency shall have its 1984 annual financial statement audited by an independent Certified Public Accountant and shall provide the County with a copy of such audit no later than July 15, 1985. 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.
- C. The Agency shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials, if applicable because of the funding source, at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Agency in the case of fiscal audits to be conducted by the County.

VIII. EVALUATION

The Agency agrees to cooperate with the County or its agent in the evaluation of the Agency's performance under this Contract and to make available all reasonable information required by such evaluation process. The results and records of such evaluations shall be maintained and disclosed by the County in accordance with RCW Chapter 42.17.

IX. 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 duties, obligations, or services herein become impossible, illegal, or not feasible.

Before the County terminates this Contract pursuant to subsection IX.A.1., the County shall provide the Agency written notice of termination, which notice shall include the reasons for termination. The Agency shall have the opportunity to submit a written response to the County within ten (10) days from the date of the County's notice. If the Agency elects to submit a written response, the Public Defense Program (PDP) Administrator will review the response and make a final determination within ten (10) days after receipt of the Agency's response. In the event the PDP Administrator reaffirms termination, the Contract shall terminate in ten (10) days from the date of the final decision of the Administrator. If the PDP Administrator does not make a final determination within the twenty (20) days provided herein, the Contract shall remain in full force and effect until such a decision 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 IX, 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 PDP 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 all contracted liability with the Agency for that portion of the Contract covered by funds not received.

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 under the terms of this Contract, the Agency will remit any unexpended balance of funds paid under the terms of this Contract, less the amount the County and the Agency agree will be necessary to deliver services to close cases which have been assigned and not closed, and to comply with the remaining terms of this Contract. In the event that the Agency does not have sufficient funds to comply with the terms of this Contract, the County shall pay such funds or make such necessary arrangements as are required for the Agency to comply with the terms of this Contract.
- D. The Agency reserves the right to terminate this Contract with cause with thirty (30) days written notice should the County fail to meet the terms of Section III of this Contract.
- 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 of the Contract.

X. 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 or its Exhibits.
- B. "Subcontract" shall mean any agreement between the Agency and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of support services that do not directly affect the health or welfare of clients.

XI. CHANGES

Either party may request changes to the Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XII. FUNDING ALTERNATIVES AND FUTURE SUPPORT

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

XIII. 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 this 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 the supplying of work, services, materials, or supplies by agency employees or others in connection with the performance of this Contract.
- B. The Agency further agrees it is financially responsible and liable for any audit exception which occurs due to its negligence or its failure to comply with the terms of this Contract.
- 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 any principle of governmental or public law is involved; and 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. The Agency shall maintain continuously public liability insurance with limits of liability not less than: \$250,000 each person, person 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 cancelled without thirty (30) days written prior 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.

In addition, the Agency shall maintain or ensure that its professional employees or contractor's maintain professional liability insurance in the event that services delivered pursuant to this Contract, either directly or indirectly, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$500,000 combined single limit per claim/aggregate.

Such insurance shall not be reduced or cancelled without thirty (30) days written prior 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.

#### XIV. NONDISCRIMINATION

##### A. General

1. During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this agreement.

The Agency will 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 49.60, Titles VI and VII of the Civil Rights Law of 1964, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246 issued by the President of the United States, and Executive Order 2001-R issued by the County Executive.

2. The Agency will consult and cooperate fully with King County, the Washington State Human Rights Commission, the Equal Employment Opportunity Commission, and other appropriate federal, state, and local agencies in ensuring its full compliance with the laws against discrimination. The Agency will consult the Contract Compliance Section of the King County Affirmative Action Program for information and technical assistance and/or for referral to other agencies for assistance.
3. In the event of noncompliance by the Agency with any of the nondiscrimination provisions of this Contract, the County shall have the right, at its option, to cancel the Contract, in whole or in part. If the contract is cancelled after part performance, the County shall be obligated to pay the fair market value or the Contract price, whichever is lower, for goods or services which would have been received and approved by the County.

##### B. Employment

1. The Agency will not discriminate against any employee or applicant for employment due to race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap, in any employment practice including but not limited to, hiring and firing, layoffs, upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation, training, or any other term or condition or practice of employment.
2. The Agency will give notice of its nondiscrimination policy and obligation in all solicitations or advertisements for employees, and will send to each labor union or representative of workers with which it has a collective bargaining agreement or other understanding a notice of the commitments under this section.
3. The Agency will comply with all applicable federal, state, and local laws and regulations regarding nondiscrimination in employment and will develop and implement such affirmative action plans and reporting procedures as may be required, including those required by King County.

### C. Program and Services

The Agency, or any subcontracting authority under this agreement, agrees not to discriminate on the basis of race, color, national origin, religion, creed, sex, age, or the presence of any sensory, mental, or physical handicap, in the access to, or in the provision and administration of, any program or activity under this Contract.

"Discrimination" includes (a) denial of services or benefits, (b) segregated, separate, or different treatment or benefits, (c) utilization of administrative criteria or methods that have the effect of discriminatory treatment. This obligation includes taking affirmative steps to make programs and services available and accessible to the handicapped.

### D. Affirmative Action Reporting

1. The Agency entering into a contract or agreement with King County valued at \$1,000 or more shall submit to the County Executive a total personnel inventory employment profile providing minority, female, and handicap employment data.

The Agency shall complete the employment profile form provided by the County and attach completed form to this Contract.

2. The Agency entering into a contract with King County of more than \$10,000, or which in the aggregate results in more than \$10,000, shall submit an affidavit of compliance in the form provided by the County, demonstrating commitment to comply with the provisions of Ordinance No. 4528. The Agency must adhere to all provisions of the attached ordinance, not so stated above, if applicable.

The Agency shall complete the affidavit of compliance provided by the County and attach completed form to this Contract.

3. The Agency will prepare thirty (30) days after signing this Contract a self-evaluation report of its ability to provide program and services to the handicapped, as mandated under Section 504 of the Rehabilitation Act of 1973. The Agency will prepare a plan for the structural and/or programmatic changes necessary at its premises for compliance with Section 504.

The Agency shall complete a self-evaluation report and return to the County unit thirty (30) days after signing the Contract.

Please note that if the Agency has previously submitted this self-evaluation report to the County, it is exempt from filing a report for this contractual year, provided the Agency will sign a waiver statement indicating continued efforts to comply with Sections 503 and 504 of the 1973 Rehabilitation Act, as amended.

The Agency shall complete the waiver statement provided by the County and attach completed form to this Contract.

4. The Agency will complete all reports and forms provided by the County and will otherwise cooperate fully with the County in monitoring and assisting the Agency in providing nondiscriminating programs.

### E. Subcontracts and Purchases

The Agency will include this Section XIV in every subcontract or purchase order for goods or services which are the subject matter of this Contract.

## XV. CONFLICT OF INTEREST

### A. Interest of Members of County and Agency

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 the 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, and the Agency shall take appropriate steps to assure compliance.



B. The Agency further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees, agents, or subcontractors must be disclosed to the County pursuant to King County Ordinance No. 2294, as amended.

XVI. 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.

XVII. RESERVES

Reserves for the purposes of this Contract shall be such funds in the possession of the Agency derived from subtracting current liabilities from current assets, as defined by generally accepted accounting principles.

Any reserves accumulated by the Agency as of December 31, 1984 in excess of the reserve level as established on December 31, 1983 shall be returned to the County.

In the event that this Contract is renewed in 1985, for the same or greater dollar amount, then the Agency shall return to the County only such reserves as exceed ten (10) percent of the dollar value of this Contract.

If, however, this Contract is renewed in 1985 for a dollar amount less than the total for this Contract the Agency shall return to the County such excess reserves over the reserve level established on December 31, 1983 as exceed ten (10) percent of the 1985 Contract. In no event shall the Agency have to return any reserves below the December 31, 1983 figure.

The County assumes no responsibility for maintaining any set reserve level.

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

COUNTY:

AGENCY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
LAURINE D. BREKKE  
Director  
Department of Executive Administration

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
ROBERT I. STIER  
Deputy Prosecuting Attorney  
for  
NORM MALENG  
King County Prosecuting Attorney

\_\_\_\_\_  
Date

04000000

EXHIBIT I

TERMS OF PAYMENT

I. PAYMENT SCHEDULE

The Agency shall provide legal representation, at the request of the County through its PDP, in accordance with the following schedule:

	<u>Payment per Case Credit</u>	<u>Annual Payment</u>	<u>Increase/Decrease Amount</u>
A. <u>JUVENILE OFFENDER</u> 1751 juvenile offender case credits	\$155	\$271,405	\$131.75
B. <u>DEPENDENCY</u> 525 dependency case credits	\$300	\$157,500	\$255.00
C. <u>TOTAL CONTRACT AMOUNT</u>		\$428,905	

The County will pay the Agency \$35,742.08 monthly (1/12th of the total contract amount) upon a submission of billing to the PDP at the end of each month. On the last day of the month, the Agency agrees to certify acceptance of the number of cases to which it has been appointed during that month. This certification is to be sent to the PDP Administrator fifteen (15) working days after the close of the month.

II. CASE CREDIT APPLICATION SCHEDULE

Case Credits

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

Juvenile Offender

One completed case 1 credit  
Review or other hearing 1/3 case credit  
Attorney of the Day or Substantial Advice 1/10 case credit

Alternative Residential Placement Petition

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

Juvenile Dependency

One case 1 credit  
Review or other hearing 2/5 case credit  
Contested dependency or deprivation which results in a fact finding hearing subsequent to the original assignment of the dependency case 1/2 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 PDP.

III. PAYMENT MODIFICATION SCHEDULE

If the number of cases varies more than 5 percent of this annual case estimate, then it is agreed that payment will be made according to the above increase/decrease rates as follows:

- A. The County will reimburse the Agency at the increase/decrease rate times the number of cases exceeding 5 percent of the yearly estimate; or
- B. The Agency will reimburse the County at the increase/decrease rate times number of cases less than 5 percent of the annual estimate.
- C. If any reimbursement is required, the amount shall be calculated upon the certification of cases submitted for December to the PDP Administrator. The amount to be reimbursed shall be provided before January 23, 1985. During the term of this Contract, but before the actual number of cases assigned in any program area but City misdemeanors exceeds 105 percent of the total for three consecutive months, the County will pay to the Agency an amount equal to the per case payment times the number of cases assigned in excess of 105 percent, as long as a supplemental appropriation is approved to cover these additional costs. If in any month the Agency has received payment in excess of 105 percent of the monthly prorated caseload and in any subsequent month is assigned cases totaling less than 95 percent of the monthly prorated caseload, the Agency's monthly payment shall be reduced accordingly, subject to the December reconciliation described above.
- D. There is no right to reimbursement for cases in Seattle municipal court which exceed the contract amount prior to the December certification.

EXHIBIT II

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, or otherwise required by statute.
2. Case:
  - a. 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 or imposition of sentence.

In the event that once a case assignment has been made by PDP, and the Agency has begun delivery of legal services, the defendant absconds for a period of ninety (90) days or more, upon reapprehension, 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 the PDP.

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 PDP.
  - b. 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 a completed juvenile offender modification/review.
  - c. Alternative Residential Placement Petition: An Alternative Residential Placement (ARP) petition involves the representation of one child or one parent/parents from the filing of the petition through determination of placement.
  - d. Alternative Residential Placement Review: An Alternative Residential Placement 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.
  - e. Dependency Case: A dependency case shall be legal representation of a parent, parents, legal guardian, or child:
    1. From preliminary hearing to a finding of dependency or dismissal. Hearings within this case definition include a statutorily required minimum, i.e., a single shelter care hearing and finding of dependency or dismissal.
    2. From filing of a petition for termination of dependency to entry of an order of termination or dismissal of dependency.
  - f. Dependency Review Hearing: A dependency review shall include legal representation at any hearing or hearings related to the original dependency filing. Areas included within this category shall include, but not be limited to, shelter care, visitation, and six-month reviews.
3. Legal Services: The services the Agency is to provide are legal defense services only and do not include extraordinary expenses incurred in the defense of indigents. The allowance of extraordinary costs at County expense will be determined by a court of competent jurisdiction in accordance with law.

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EXHIBIT III

REPORTING REQUIREMENTS AND EVALUATION GUIDELINES

A. Reporting Requirements

Within five (5) days of the last day of each calendar month, the Agency will certify to the Public Defense Program (PDP) Administrator the following information about the previous month:

1. The number of cases assigned to each attorney within a defender association.
2. A monthly report of the expenditures for each type of case handled, per attached form.
3. Closed case reports containing: defendant's and attorney's names; date case assigned and closed; charges; disposition; attorney hours and support staff hours. The format to be used is shown in the example attached.

B. Evaluation Guidelines

1. During 1984, the PDP will review the Agency caseload standards and support staff/attorney ratios for each area of cases. In addition, the Agency's staffing plan will be reviewed to make certain attorneys meet minimum levels of experience for the types of cases they are handling.

a) Caseload Standards

The following maximum caseloads per attorney have been used in the 1984 Contract:

Felony	170
Misdemeanor	470*
Juvenile	330

b) Support Staff

The Seattle-King County Bar Association (SKCBA) Task Force on Indigent Defense Services has recommended the following support staff levels:

Secretary	One for every five 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) Minimum Attorney Qualifications

- 1) Every Agency attorney shall satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court and complete seven hours of continued legal education within each calendar year in courses relating to criminal law practice.
- 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, 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 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, or been trial counsel alone or of record 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.

\*City of Seattle Misdemeanor - 400

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EXHIBIT III (Continued)

- 4) Each staff attorney representing a juvenile or parent in any case must have served one year as a prosecutor, or have served one year as a public defender, or have been trial counsel alone of record in five misdemeanor cases brought to final resolution.
2. The Agency director periodically shall evaluate the professional performance of Agency attorneys. Evaluations should include monitoring of time and case-load records, review of case files, as well as in-court observation. The Agency should make available to the PDP its evaluation criteria and evidence evaluations were conducted, although all evaluations are to be confidential between the Agency's director and the Agency attorney.
3. The Agency should provide sufficient training to keep all attorneys abreast of developments in criminal law, procedure, and court rule.

DEFENDANT	COURT	CAUSE/COURT NUMBER	CHARGES	EXPEDITED (Y or N)	ATTORNEY	DATE ASSIGNED	DATE CLOSED	DISPOSITION (See Below)	SENTENCE (See Below)	APPEAL (Y or N)	PRIOR FELONY CONVICTION (Y or N)	ATTY HOURS *	STAFF HOURS *
BROWN, J.	SUP	828013456	Rape 1	N	Welch	1/2/84	6/8/84	PR	P 60	N	Y	22.4	4.4
			Kidnap					DM					
CADY, R.	AUK	F066789	DWLS	N	Huffin	1/13/84	3/2/84	JG	JG	Y	N	4.7	1.3
LEVINE, J.	SMC	842009878	Prost	N	Lowery	2/4/84	2/28/84	AB		N	N	1.0	4

DISPOSITION

Dependency/ARP

SENTENCE - LEGEND

JG	JURY - GUILTY	AG	AGREED ORDER	Jail: S	If Felony, No Jail Entry	
JR	JURY - GUILTY REDUCED CHARGE	TR	TERMINATION PARENTAL RIGHTS	S	If Misd., Number of Days	
JN	JURY - NOT GUILTY	CD	CONTINUED FOR REVIEW		Total Jail Sentence in Jail	
BG	BENCH - GUILTY	DM	DISMISSAL		Column	
BR	BENCH - GUILTY REDUCED CHARGE	RO	RELINQUISHMENT ORDER	P	Felony or Misd., Number of Days in Jail, if any.	
BN	BENCH - NOT GUILTY	PL	ARP PLACEMENT			
SG	STIPULATED GUILTY	NP	ARP NONPLACEMENT			
SN	STIPULATED NOT GUILTY					
SI	STIPULATED INSANITY			Type	S	Straight Jail, Detention or
SR	STIPULATED REDUCED CHARGE				P	Prison; No Probation
PG	PLEAD GUILTY					Probation (with or without
PR	PLEAD REDUCED CHARGE					Incarceration)
DP	DEFERRED PROSECUTION					
DM	DISMISSAL					
JI	JURY INSANITY					
BI	BENCH INSANITY					
PV	PAROLE/PROBATION REVOKED					
PS	PAROLE/PROBATION REINSTATED					
CR	CONDITIONAL RELEASE					
WD	WITHDREW (New Attorney)					
AF	DECISION AFFIRMED					
RV	DECISION REVERSED					
RE	REMAND					
AB	ABSCOND					

CLOSED CASE REPORT - EXAMPLE

\* Compute hours in .10. to nearest decimal

MONTHLY EXPENDITURE REPORT

MONTH OF:

840326 13

I. PERSONNEL

- A. Legal Staff Salaries & Benefits
- B. Support Staff Salaries & Benefits
- C. Payroll Taxes

ADMINISTRATION	FELONY	JUVENILE	COUNTY MISD	SEATTLE MISD	INVOLUNTARY TREATMENT

II. MAINTENANCE & OPERATIONS

- A. Memberships
- B. Printing
- C. Postage
- D. Training
- E. Office Supplies
- F. Miscellaneous


III. OVERHEAD

- A. Rent/Lease
- B. Telephone
- C. Other


IV. MISCELLANEOUS

- A. Travel
- B. Other


V. CAPITAL EXPENDITURE

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EXHIBIT IV  
STAFFING PLAN

The Agency has submitted the following staffing profile:

<u>PROGRAM AREA</u>	<u>ATTORNEY</u>	<u>STAFF</u>	<u>INVESTIGATOR</u>	<u>SOCIAL WORKER</u>
ADMINISTRATION	_____	_____	_____	_____
FELONY	_____	_____	_____	_____
SEATTLE MISDEMEANOR	_____	_____	_____	_____
JUVENILE (-ffender)	<u>4</u>	<u>3</u>	<u>1</u>	<u>1</u>
ITA	_____	_____	_____	_____
JUVENILE (dependecy)	<u>3</u>	_____	_____	_____



King County Purchasing Agency  
 620 King County Administration Building  
 500 Fourth Avenue  
 Seattle, Washington 98104  
 (206) 344-4210

PERSONNEL INVENTORY REPORT

LEGAL NAME OF BUSINESS Society of Counsel Representing TELEPHONE NO. (206) 322-8400  
Accused Persons (SCRAP)

ALSO DOING BUSINESS AS (DBA) \_\_\_\_\_

ADDRESS 1212 East Pine Street CITY Seattle STATE Wash. ZIP 98122

ARE YOU UNIONIZED OR DO YOU USE AN EMPLOYEE REFERRAL AGENCY: YES \_\_\_\_\_ NO X If yes, list the unions or employee referral agencies with whom you do business: \_\_\_\_\_

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

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

EMPLOYMENT DATA	WHITES		BLACKS		ASIANS		NATIVE AMERICANS		HISPANICS		MINORITY SUB-TOTAL	
	M	F	M	F	M	F	M	F	M	F	M	F
Managerial												
Professional	3	3		1	1							
Technical				1 (investigator)								
Clerical		2										
Sales												
Service												
Labor												
On-Job Trainees												
Apprentice												
*Skilled Craft												
SUB-TOTAL	3	5		2	1							

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

TOTAL NUMBER OF EMPLOYEES REPORTED ABOVE: 11 (If no employees, write "0"). THIS REPORT COVERS BUSINESS LOCATION(S) In (KING COUNTY, WASHINGTON STATE, OTHER STATES) \_\_\_\_\_ FOR THE PAYROLL PERIOD (MONTH, DAY, YEAR) 3/15/84 IRS EMPLOYER IDENTIFICATION NUMBER 91-098-4541

SUBMITTED BY: Robert C. Nickels TITLE: President DATE: 3/15/84  
 NAME (Print or Type)

10/82

DO NOT WRITE BELOW THIS LINE

AA#	Vendor #	Certified Stamp	CS	SM	SF	M	PST	TCC	IVF	FPST
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840326 13

TITLE: \_\_\_\_\_ BID NO.: \_\_\_\_\_

DESIGNATED CONTRACTOR: \_\_\_\_\_  
Company Name

STATE OF WASHINGTON )  
 ) SS  
 COUNTY OF KING )

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

Definitions: "Contractor" shall mean any contractor, vendor 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. Contractor further recognizes that this affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general contract specifications as applied to service, consultant, vendor or construction contracts exceeding \$10,000. Contractor herein agrees that this affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of contract default remedies as set forth in the general specifications, King County Ordinance 4528 and this affidavit, PROVIDED FURTHER, that in lieu of the affidavit the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of this ordinance.

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

AFFIRMATIVE ACTION REPRESENTATIVE:

NAME: \_\_\_\_\_

D. Contractor will cooperate fully with the King County Contract Compliance Office 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 Ordinance 4528.

E. Reports: The Contractor agrees to complete and submit with this affidavit such additional reports and records that may be necessary to determine compliance with the affidavit and to confer with the County Compliance Officer at such times as the County shall deem necessary. The information required by Ordinance 4528 includes but is not limited to the following reports and records:

1. Personnel Inventory Report: This report shall include a breakdown of the employer work force showing race, sex, ethnic and other minority data.
2. Monthly Utilization Report: This report, required for every construction contract, shall provide the number of hours of employment for minority and female employees by craft and category.
3. Statement from Union Or Worker Referral Agency: This statement affirms that the signee (s)'s organization has no practices and policies which discriminate on the basis of race, color, creed, sex, age, marital status, etc.
4. Certified Weekly Payroll: This report is required from every construction contractor, subcontractor, and any lower tier subcontractor for each work week from the time work starts on the project until completion.

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

F. Subcontractors: For projects and contracts over one hundred thousand dollars (\$100,000.00) the prime-contractor shall be required to submit to the County, along with its qualifying documents under this ordinance, 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: The contractor will ensure that equal opportunity of employment for minorities and women results during the term of this contract and take every reasonable measure to achieve and maintain at all levels of workforce and management including subcontractors, employment goals as outlined in this section.

The evaluation of a construction contractor, subcontractor or lower tier subcontractor's performance in attempting to meet goals shall be based on total hours of employment and training of minorities and women at the contractor's location and establishments in King County or at the contractor's locations and establishments where work under contract with the County is being performed and contracted for when such occurs outside King County. The evaluation of a service, vendor or consultant contractor's performance shall be based on personnel profiles.

1. The goals for minorities and women are as follows:

	<u>Minorities</u>	<u>Women</u>
Construction Contractors	13%	5%
Vendors/Services	11%	35%

"Minority" is defined as Blacks, Asians or Pacific Islanders, American Indians or Alaskan Natives, and Hispanics.

H. Underrepresentation of Minorities and Women: Underrepresentation of minorities and women will not be deemed a per se violation of Ordinance 4528. Where a contractor's employment statistics demonstrate that minorities and/or women are underrepresented in its workforce in relationship to the goals set forth in Paragraph G. 1., the burden will be on the contractor to show that the minimum affirmative action requirements set forth below have been met and that reasonable "good faith" affirmative action plan in compliance with Ordinance 4528 has been pursued.

I. **Minimum Affirmative Action Requirements:** Contractor agrees that failure to implement and/or maintain reasonable "good faith" efforts to achieve the goals set forth in Paragraph G. 1. will constitute a breach of this agreement. The evaluation of a contractor's compliance with this ordinance shall be based upon the contractor's effort to achieve maximum results from its affirmative action program. The contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:

1. **Reporting:** Periodic reporting of employment statistics and affirmative action policies and procedures as may be requested by the King County Executive or designee.
2. **Policy Dissemination:** Internal and external dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirements of this ordinance 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 ordinance; inclusion of the equal opportunity policy in advertising in the news media and elsewhere.
3. **Recruiting:** Adoption of recruitment procedures designed to increase the representation of women and minorities in the pool of applicants for employment; including, but not limited to, establishing and maintaining a current list of minority and female recruitment sources, providing these sources written notification of employment opportunities, and solicitation of bids for subcontracts from firms whose employment profile meets the affirmative action goals established under this ordinance.
4. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including review of tests, hiring and training practices and policies, performing 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 and women and validation of all tests and other selection requirements where there is an obligation to do so under state or federal law.
5. **Record Referrals:** Maintain a current file of applications of each minority and female applicant or referral 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 three years have elapsed from their last application or referral.
6. **Notice of Union Noncooperation:** Provide immediate written notification to the Executive when the union or unions with which the contractor has a collective bargaining agreement contract or understanding has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations under this ordinance.
7. **Supervisors:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the non-discrimination and affirmative action obligations of the contractor under this ordinance. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.
8. **Training:** Develop on-the-job training opportunities which expressly include minorities and women.

Where a contractor's employment statistics demonstrate that minorities and/or women are underrepresented, failure to follow any of the requirements of Paragraph I (1-8) shall be prima facie evidence of noncompliance with this agreement.

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

K. 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 County Contract Compliance Officer or agent for purposes of reviewing compliance with the provisions of this affidavit and agrees to cooperate in any compliance review.

L. Should the Contract Compliance Office 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 the contractor in writing of the findings, fully describing the basis of noncompliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance officer in writing has notified the contractor and the County that the noncompliance has been resolved.

M. The contractor agrees that any violation of the specific provisions of the ordinance and of any term of the affidavit of compliance required herein, including reporting requirements, shall be deemed a violation of the ordinance. Any such violation shall be further deemed a breach of a material provision of the contract between the County and the contractor. Such breach shall be grounds for implementation of any sanctions provided for in King County Ordinance 4528, including but not limited to cancellation, termination or suspension, in whole or in part, of the contractor by the County; liquidated damages; or disqualification of the contractor, PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of § 11 of King County Ordinance 4528.

N. Contractor recognizes that it is bound by all provisions of King County Ordinance 4528 and acknowledges receipt of a copy thereof.

DESIGNATED CONTRACTOR: \_\_\_\_\_  
Company Name

ADDRESS: \_\_\_\_\_  
Street City State Zip

AUTHORIZED SIGNER \_\_\_\_\_  
Signature Title

NAME: \_\_\_\_\_  
Print or Type

SUBSCRIBED AND SWORN TO before me  
 this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
King County Compliance Officer

\_\_\_\_\_  
 Notary Public in and for the State of Washington  
 residing at \_\_\_\_\_

\_\_\_\_\_  
 Date Telephone Number

AN ORDINANCE relating to the procurement of goods and services by King County from minority business enterprises and women's business enterprises, establishing requirements for ensuring full and equitable opportunities for such business to provide goods and services to King County and repealing Ordinance Number 5700.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

### SECTION 1. DEFINITIONS.

All words shall have their ordinary and usual meanings except those defined in this section which shall have in addition the meaning set forth below. In the event of conflict, the specific definition spelled out below shall presumptively, but not conclusively prevail.

A. "Affirmative Action Plan," shall mean the written, formal King County policy adopted annually, which includes the goals and programs of County government to be performed in the areas of contract compliance, equal employment opportunity and minority/women's business contracting.

B. "Affirmative Efforts," shall mean making vigorous attempts in good faith to contact and contract with minority/women's businesses. Where affirmative efforts are required by, or are grounds for waiving provisions of this ordinance, the County Administrative Officer's determination shall be based on procedures to be outlined in accordance with the dictates of this ordinance.

C. "Architectural and Engineering Contracts" shall mean contracts for the performance of architectural and engineering services by licensed and registered firms and persons acting as consultants to King County.

D. "Certification" shall mean the process by which a business is determined to meet the criteria for a bona fide minority/women's business as set forth in this ordinance.

E. "Commercially Useful Function," shall mean the performance of real and actual services in the discharge of any contractual endeavor. Minority/women's businesses must perform such functions to be eligible for any and all advantages conferred by this ordinance.

F. "Concession Contracts," shall mean those contractual arrangements for the sale of food, beverages and/or items of personal property at any facility owned and/or managed by King County.

G. "Construction Contracts," shall mean, those contractual arrangements made by King County for the construction, repair, rehabilitation, alteration, conversion or extension of buildings, parks, streets or other improvements to real property.

H. "Consultant Contracts," shall mean those contractual arrangements made for the procurement of expert personal, professional and/or technical services. Consultant contracts shall not include architectural and engineering contracts as defined by this ordinance.

I. "Contract Awarding Authority," shall mean any person with the power to enter into a contractual arrangement binding King County and shall also mean the particular office, agency or division on whose behalf the contract is entered. In addition, this term shall include, but shall not be limited to heads of county departments, divisions or offices.

J. "Contractor" shall mean any person, partnership, corporation, or other type of business entity which has a contract with King County or serves in a subcontracting capacity with an entity having a contract with King County for the provision of goods and/or services.

K. "Department," shall refer to any department as defined by King County ordinance or other applicable law and shall include all county agencies not associated with a department. These agencies shall similarly discharge those duties this ordinance requires of departments and shall include the King County Prosecuting Attorney, the King County Assessor, and the King County Council.

L. "Joint Venture," shall mean an association of two or more persons, partnerships, corporations or any combination of them, established to carry on a single business activity which is limited in scope or direction. The degree to which a joint venture may satisfy relevant utilization goals cannot exceed the proportionate interest of the minority/women's business held as a member of the joint venture in the work to be performed. The agreement establishing the joint venture, partnership or other multi-entity relationship shall be in writing. Further, minority/women's participation in a joint venture shall be based on the sharing of real economic interest in the venture and shall include proportionate control over management, interest in capital acquired by the joint venture, and interest in earnings.

M. "Legitimately Owned and Controlled," shall mean for the purposes of determining whether a business is a "minority business" and/or a "women's business" that women, minorities or a combination thereof shall possess:

1. Ownership of at least fifty-one percent interest in the business;
2. Control over management, interest in capital, interest in profit or loss and contributions to capital, equipment or expertise that are commensurate with the percentage of ownership on which the claim of minority/women-owned status under this ordinance is based.

3. Ownership and control shall be measured as though not subject to the community property interest of a spouse if both spouses certify that:

- a. Only one spouse participates in the management of the business; and

- b. The nonparticipating spouse relinquishes control over his/her community property interest in the subject business.

N. "Minority Business," means an incorporated or unincorporated busi-

ness other than a joint venture organized to engage in commercial transactions, which is legitimately owned and controlled by a minority person or persons. The ownership interests shall be real and continuing and control over management interest in capital acquired by the business, and interest in earnings shall be commensurate with the percentage of ownership upon which the claim of Minority Business Enterprise status is based.

O. "Minority Person," shall mean any ethnic person who is a resident of the United States or its territories, including Asians/Pacific Islanders, persons of African descent, Hispanics and Native-Americans/Alaskan Natives.

P. "Nonprofit Corporation," shall mean a corporation organized pursuant to R.C.W. Ch. 24.03. In the case of nonprofit corporations organized under the laws of a state other than Washington, a nonprofit corporation shall mean one organized for one or more of the purposes set forth in R.C.W. 24.03.015 and meeting the definitions in R.C.W. 24.03.005.

Q. "Percentage Factor," shall mean the special ranking factors established by this ordinance to be applied in certain competitive bid situations where minority/women's businesses respond to solicitations or are included as subcontracts in responding parties' responses to solicitations.

R. "Purchasing Contracts," shall mean, but not limited to, those contracts which are awarded by the Purchasing Division as the representative of King County, or any contract awarded by King County for the purchase of tangible goods.

S. "Responding Party," shall mean any person, partnership, corporation or business entity which makes a proposal as defined in this ordinance in response to a solicitation as defined in this ordinance.

T. "Service Contracts," shall mean those contracts for technical, professional or other work performed by a vendor, such as the making of repairs, servicing, maintenance and/or cleaning, and which does not involve the provision of substantial tangible items such as materials, supplies or equipment. For the purposes of this ordinance, the term "service contracts" shall not include construction, rental or leasing of equipment or the traditional professional services such as consulting, legal services, feasibility studies and design studies.

U. "Set Aside," shall mean that proportion of each contract awarding authority's annual expenditure for contract goods and services which equal the contract awarding authority's annual goals for participation of minority/women's businesses as established by this ordinance.

V. "Solicitation," shall mean a contract awarding authority's request for the provision of any one or more of the following: goods and services of any kind, equipment leases, and rentals/purchase of space. Solicitations shall include requests for proposals, invitations to bid and similar items. "Solicitation specifications," shall mean any documents, literature or other information accompanying a solicitation which provides additional data regarding the contract awarding authority's request.

W. "Utilization Goals," shall mean those separately designated annual goals for the use by King County of minority/women's businesses. The goals shall be expressed as a numerical percentage of the total dollar value of all contracts to be awarded by the county. These goals shall be applicable to businesses organized for profit, along with governmental agencies and quasi-governmental agencies, unless the agencies are specifically excepted by or in accordance with the provisions of this ordinance.

X. "Utilization Requirements," shall mean those efforts which responding parties, King County and the particular department shall make to meet the county's utilization goals, including but not limited to the percentage factors and set aside requirements established by this ordinance.

Y. "Violating Party," shall mean a person or entity which has violated a provision or provisions of this ordinance.

Z. "Waiver Statement," shall mean a written statement directed to the County Administrative Officer containing reasons why any provision or provisions of this ordinance shall not apply to a particular person, partnership, corporation, business entity, contract awarding authority, department, or other entity. Where a waiver or waivers are granted, the utilization goals shall be applied in a manner so as to reflect the loss of the monetary value of those contracts exempted from the requisites of this ordinance.

AA. "Women's Business," means an incorporated or unincorporated business other than a joint venture organized to engage in commercial transactions, which is legitimately owned and controlled by a woman or women who is (are) residents of the United States or its territories. The ownership interests shall be real and continuing, and control over management, interest in capital acquired by the business, and interest in earnings shall be commensurate with the percentage of ownership upon which the claim of women's business status is based.

### SECTION 2. POWERS AND DUTIES.

A. In addition to the powers and duties given to the King County Executive elsewhere in this Ordinance, the Executive shall, through the County Administrative Officer have responsibility for administering, monitoring and enforcing the goals and requirements identified in this ordinance:

B. In addition to the powers and duties given the County Administrative Officer elsewhere in this ordinance, the County Administrative Officer shall:

1. Establish rules, regulations, and procedures for implementing and administering this ordinance;

goals for King County.

3. Have the authority to enter into cooperative agreements with other government agencies concerned with increasing the participation of minority/women's businesses in government contracting;

4. With the advice of contract awarding authorities, formulate and periodically update a plan to make minority/women's businesses aware of contracting opportunities with King County; and

5. Review all King County solicitation lists and where possible, place minority/women's businesses on such lists. These lists shall be updated periodically.

### SECTION 3. UTILIZATION GOALS.

A. On or before the first day of January of each year, the County Administrative Officer shall submit to the King County Executive for approval proposed utilization goals for King County for that calendar year. Separate utilization goals shall be established for the use of minority businesses and for the use of women's businesses. These utilization goals shall be established separately for each of the following types of contracts: architectural and engineering contracts, concession contracts, construction contracts, consultant contracts, and purchasing and service contracts. The utilization goals shall be made part of King County Affirmative Action Plan and shall be transmitted with the plan to the King County Council for its approval. Existing utilization goals shall remain in effect until newly submitted ones receive final King County Council approval.

1. The utilization goals shall be reasonably achievable. To the extent that relevant information is available, the following factors shall be used in establishing the utilization goals:

a. Statistical indicators showing the denial of equitable competitive opportunities to minority/women's business;

b. The level of participation of minority/women's businesses in past contracts awarded by the county;

c. Other information received from departments as required by this ordinance;

d. The level of minority/women's business participation in contracts awarded in the Seattle Metropolitan Statistical Area;

e. The level of participation recommended by governmental agencies and private agencies operating in the Seattle Metropolitan Statistical Area whose purpose is to promote the use of minority/women's businesses;

f. The population of minorities and women in King County;

g. The number of minority/women's businesses in the Seattle Metropolitan Statistical Area as identified by the County Administrative Officer;

2. The proposed utilization goals shall be accompanied by a statement which shall identify the factors in this subsection and any other factors used in formulating the proposed utilization goals.

B. Each department shall annually formulate a contract forecast estimating the number, probable monetary value, (if known), type of contracts and the estimated solicitation date for the contracts the department expects to award along with any waivers it expects to request in the upcoming year. In addition an implementation plan describing how the particular department will accomplish its utilization goals shall be formulated. On or before December 15th of each year, each department will submit these documents to the County Administrative Officer.

C. The utilization goals for the remainder of 1982 and until such time as new goals are established are as follows:

1. Architecture and engineering contracts — Minorities 12%, Women 3%.

2. Concession contracts — Minorities 1%, Women 1%.

3. Construction contracts — Minorities 11%, Women 4%.

4. Consultant contracts — Minorities 15%, Women 9%.

5. Purchasing and service contracts — Minorities 5%, Women 3%.

Each utilization goal represents a minimum percentage of the dollars paid annually by each contract awarding authority to minority/women's businesses.

### SECTION 4. ACCOMPLISHMENT OF UTILIZATION GOALS.

A. For all contracts, accomplishment of utilization goals established by this ordinance shall be based on the dollar amount of the contract in question. Accomplishment of the goals shall be calculated in the following manner:

1. **General** — The dollar value of any and all contracts awarded by a contract awarding authority to a minority/women's business shall be counted towards accomplishment of the applicable utilization goals.

a. The total dollar value of each contract awarded to a business owned and controlled by both minority males and non-minority females shall be apportioned on the basis of the percentage of ownership to the utilization goals for minorities and women respectively.

b. The total dollar value of a contract with a minority/women's business owned and controlled by minority women shall be either counted toward the minority utilization goal or the goal for women, or apportioned on the basis of ownership between minorities and women, not to both.

2. **Subcontracts** — If a contractor, uses subcontractors who are minority/women's businesses, the amount of money which is given to the minority/women's business for their work on the contract shall be credited towards meeting the applicable utilization goals.

sees are participants in a joint venture with one or more non-minority or non-women's businesses, the amount of money received by the minority/women's business enterprise shall be calculated in proportion to their participation in the joint venture in accomplishing the applicable utilization goals.

4. **Supplies/Materials** — The contract awarding authority or a prime contractor may count toward its utilization goals expenditures for materials and supplies obtained from minority/women's business suppliers and manufacturers; provided that, the minority/women's business assume the actual and contractual responsibility for the provision of the materials and supplies.

a. King County may count its entire expenditure made to a minority/women's business manufacturer; that is, a supplier that produces goods from raw materials or substantially alters them before resale.

b. King County may count the amount of the commission paid to minority/women's business suppliers and resulting from a particular contract with the county, provided that a minority/women's business supplier performs a commercially useful function in the process.

B. The County Administrative Officer shall calculate the accomplishment of utilization goals for King County. In the event of disputes regarding these calculations, a department may request review of the County Administrative Officer's decision by the King County Executive.

C. After having met their annual utilization goals departments shall continue to make affirmative efforts to do business with minority/women's businesses.

D. The failure of a department or King County to meet the annual dollar utilization goals established from time to time by this ordinance shall not constitute grounds for a lawsuit against a department or the County, provided that the department or the County has made affirmative efforts to meet those goals. The failure of a department to meet the requirements of this ordinance shall be reviewed by the King County Executive and corrective action taken where appropriate.

### SECTION 5. UTILIZATION REQUIREMENTS, GENERAL.

A. In order to meet the utilization goals established in accordance with this ordinance, efforts including but not limited to the following shall be made:

1. Under the auspices of the King County Administrative Officer, a technical assistance and outreach program shall be established.

2. Prior to entering into any contract, the contract awarding authority shall:

a. Make affirmative efforts to solicit proposals from minority/women's businesses;

b. Examine alternatives for arranging contracts by size and type of work so as to enhance the possibility of participation by minority/women's businesses.

3. Prior to submitting any bid, proposal, or other response to a solicitation for which subcontractors may be used, responding parties shall make good faith affirmative efforts to contact, solicit bids and proposals from, and use minority/women's businesses.

4. The following shall be included in the body of the contract document in any and all contracts signed between a contract awarding authority and a contractor:

a. A provision indicating that this ordinance is incorporated by reference into any and all King County contracts and failure to comply with any of the requirements of the ordinance by a contractor will be considered a breach of contract.

b. A requirement that during the term of the contract the contractor shall comply with, as to tasks and dollar amounts throughout the term of the contract, all plans made in their proposal for the use of minority/women's businesses. In the absence of a waiver, minority/women's businesses which for any reason no longer remain associated with the contract or the contractor shall be replaced with other certified minority/women's businesses.

c. A provision prohibiting any agreements between a responding party and a minority/women's business in which the minority/women's business promises not to provide subcontracting quotations to other responding or potential responding parties.

### SECTION 6. UTILIZATION REQUIREMENTS, SPECIFIC.

A. In order to expedite achieving of the utilization goals established in accordance with this ordinance, the following utilization requirements shall apply to all competitive bids and other responses to solicitation:

1. For all purchasing, service, and concession contracts, the following percentage factor shall be used in determining which responding party is the responsive bidder:

a. Where a contract does not require and/or responding parties do not plan to use subcontractors, suppliers or similar assisting roles, responding parties whose bids are within five percent of the bid made by the lowest bidder shall be ranked as follows:

First, Minority/women's business.

Second, Non-minority/non-women's businesses.

b. Where a contract requires the use of subcontractors, suppliers or similar assisting roles, responding parties whose bids are within five percent of the bid made by the lowest bidder shall be ranked in the following order:

First, minority/women's businesses which use minority/women's businesses as subcontractors, suppliers or in similar assisting roles;

Second, minority/women's businesses which perform at least fifteen percent of the dollar value of a contract and do not use minority/women's businesses as subcontractors, suppliers, or in similar assisting roles;

Third, non-minority/non-women's businesses which use minority/women's businesses as subcontractors, suppliers, or in similar assisting roles;

Fourth, non-minority/non-women's businesses which do not use minority/women's businesses as subcontractors, suppliers, or in similar assisting roles.

c. Where a contract could require the use of subcontractors, suppliers or similar assisting roles and some responding parties make use of such and others do not, responding parties whose bids are within five percent of that made by the lowest bidder shall be ranked as set forth in subsection a. and b., of this Section 6 A. 1., except the highest ranking shall go to the minority/women's businesses which do not use subcontractors, suppliers, or similar assisting roles and the lowest ranking to non-minority/non-women's businesses which do not use minority/women's subcontractors, suppliers, or similar assisting roles.

d. All responding parties within each particular ranking shall be grouped according to the amount of their bid, with low bidders receiving the highest priority. The lowest bidder within the highest ranking category shall be awarded the contract in question. In the event two or more responding parties qualify for award of the contract in question, they shall be notified and allowed the opportunity to resubmit their bids. The lowest bidder shall then be awarded the contract.

2. For every construction, architectural and engineering, and consultant contracts the following set aside requirements shall be met:

a. Contracts for construction, consultant, and architectural/engineering services, the estimated cost of which exceeds ten thousand dollars shall require responding parties to include in their response to solicitations both minority and women's business participation in the contract in a percentage which equals the contract awarding authority's annual goals.

b. Where a contract is awarded to a minority or women's business, the set aside requirements of these subsections shall not apply.

c. As part of the bid package, all responding parties shall identify the dollar amount of minority/women's business participation. All responding parties shall also identify the particular minority/women's businesses to be used in performing the contract, specifying for each the dollar value of the participation, the type of work to be performed, and other information as may reasonably be required to determine the responsiveness of the bid or proposal; provided that, for bids on construction contracts, this information shall be submitted no later than the close of the first King County business day after bid opening.

d. During the term of the contract, any failure to comply with the levels of minority/women's business participation identified in the bid or proposal shall be considered a material breach of contract.

B. Where this Section 6 specifies that a set aside or a percentage factor shall be used for a particular type of contract, the method specified is the preferred method for achieving the utilization goals. A department may use the other method in its solicitation documents for a specific contract if it determines that a method other than the one established by this Section 6 will be a more feasible method of achieving the annual utilization goal. In the event that a department chooses to use a method other than the one specified in this Section 6, it shall include in its annual report to the Executive as required by Section 8. D of this ordinance, documents demonstrating that a method other than the one established by this Section 6 is a more feasible method of achieving the annual utilization goal.

C. All solicitation documents shall include the applicable requirements of this Section 6. Bids, proposals, and other responses which fail to meet the requirements of this Section 6 shall, within the limitations of federal and state law, be deemed non-responsive unless a waiver has been granted pursuant to Section 7 of this ordinance.

D. The percentage factor and set aside requirements of this Section 6 shall not apply to contracts awarded for the remainder of any calendar year in which the contract awarding authority is determined by the County Administrative Officer to have met the applicable County utilization goals as established by this ordinance. The percentage factor and set aside provisions of this Section 6 shall again apply in each succeeding calendar year until the annual utilization goals for that year have been met by the contract awarding authority.

E. The requirements of this Section 6 shall cease to apply to contracts awarded by King County and its departments on December 31, 1987, unless reenacted by the King County Council

## SECTION 7. WAIVERS.

Contract awarding authorities, along with or on behalf of responding parties and contractors, may apply for waiver of one or more requirements of this ordinance as they apply to a particular contract or contracts.

A. Waivers may be granted by the County Administrative Officer in any of the following circumstances:

1. When the needed goods and services are readily available from only one source, in which case the contracting awarding authority shall, in addition to the requirements contained in Ordinance No. 4551, K.C.C.

4.16.030, submit a written justification of the need for sole source treatment to the County Administrative Officer who shall grant or deny the request for waiver within three business days.

2. Emergencies, in which case emergency contracting shall be handled in accordance with the requirements of Ordinance No. 4551, K.C.C. 4.16.040.

3. Contracts for which neither a minority nor a women's business is available to provide needed goods or services, in which case a waiver may be applied for in accordance with procedures to be developed by the County Administrative Officer. Prior to granting a waiver, the County Administrative Officer shall certify that a minority/women's business is in fact not available to provide the needed goods and/or services.

4. Contracts awarded to non-profit organizations, governments and governmental organizations other than King County, including but not limited to municipal corporations, consortiums and association of governmental agencies or officials and agencies created by interlocal agreement, per R.C.W. 39.34, or by operation of state or federal law; where because of a responding party's non-profit status, ownership of the corporation or other entity cannot be determined. However, solely with the exception of contracts between King County and cities and towns where King County is the grantee for federal or state funds passed through to such jurisdictions, the waiver shall not apply to those profit-making contractors which contract with the referenced responding parties.

B. Where the Executive determines that the reasonable and necessary requirements of a contract render subcontracting or other participation of businesses other than a responding party unfeasible, he/she may grant a waiver from the set aside provisions of this ordinance; PROVIDED THAT, the waiver shall not be granted after the solicitation request has been publicly released by the contract awarding authority; PROVIDED FURTHER THAT, the solicitation specifications shall state that the waiver has been authorized and that solicitations received, proposing subcontracting or other participation of business other than the responding party, shall be rejected as non-responsive; PROVIDED FURTHER THAT, following award of the contract, should subcontracting or participation of businesses other than the responding party become necessary, the previously authorized waiver shall be null and void. The contractor (original responding party) shall solicit both minority and women business participation in a percentage which equals the contract awarding authority's annual goal.

C. Where the Executive determines that compliance with the requirements of this ordinance would impose an unwarranted economic burden on, or risk to, King County as compared with the degree to which the purposes and policies of this ordinance would be furthered by requiring compliance; he/she may reduce or waive the utilization requirements of this ordinance;

PROVIDED THAT upon taking such action, the King County Executive shall notify the members of the King County Council in writing and FURTHER PROVIDED, upon receipt of the notice, if the King County Council determines that the waiver does not meet the standards of this section, the King County Council may by motion, within ten working days of the receipt of the notice determine the waiver to be null and void.

## SECTION 8. MONITORING, REPORTING, AND ENFORCEMENT.

A. The County Executive, through the County Administrative Officer, shall have the responsibility for monitoring implementation of the requirements of this ordinance and shall have the power to request from departments, responding parties and/or contractors any relevant records, information and documents.

B. Contract awarding authorities, with the assistance of the County Administrative Officer, shall keep complete and detailed records regarding compliance with this ordinance. The records shall include the dollar value and the subject matter of each contract along with the name of the contractor, the participation levels; (in dollars, number of contracts awarded, and type of work), of minority/business women's businesses where the contract award provides for participation, and other information as the County Administrative Officer deems necessary.

C. The County Administrative Officer shall be responsible for gathering all information concerning compliance with this ordinance and shall have access to all pertinent King County records.

D. With the assistance of the County Administrative Officer, each department shall submit to the King County Executive an annual report on its performance in meeting the utilization goals required by this ordinance. This report shall include the number and dollar amounts of contracts awarded; the number and dollar amount of contracts with minority/women's business participation; the number of contracts which involved the use of subcontractors, suppliers or similar assisting roles; the number of minority/women's businesses used in such roles; the number, type, and dollar amount of contracts awarded pursuant to the percentage factor and set aside provisions of this ordinance; and the basis on which the department determined that a method other than the one specified in Section 6 of the ordinance should be used. The report shall also identify problems in meeting the requirements of this ordinance, if any, and suggestions for improvements.

E. Certification Process.

1. The County Administrative Officer shall certify those businesses which are bona fide minority/women's businesses as defined in this ordinance. For purposes of certification, lists and documents compiled by



other governmental agencies, sworn statements, employment profiles, and other information deemed reliable may be used upon approval of the County Administrative Officer.

2. No contract requiring or proposing minority/women's business participation may be entered into unless all minority/women's businesses identified to meet the utilization goals by a responding party have been certified. Lists of certified minority/women's businesses shall be provided to all departments and made available to the public.

3. The County Administrative Officer shall use his/her best efforts to coordinate King County's certification process with the appropriate officers of other governmental entities in order to reduce duplication of effort and shall make available to the public a designation of certification lists which will be acceptable to King County.

F. Upon receipt of a written and signed allegation that any contractor, subcontractor, or vendor has violated any provision of this ordinance, or if a violation is discovered from information gained through compliance monitoring, the County Administrative Officer, shall order an investigation. If there is probable cause to believe that a violation has occurred, the County Administrative Officer or his/her designee will, upon ten days' written notice to the alleged violating party, conduct a hearing to determine whether a violation has occurred. The hearing shall be recorded and each party shall have the right to call and examine witnesses, to produce documentary and physical evidence, to cross-examine witnesses, and to be represented by anyone of his/her choice lawfully permitted to do so. The parties shall include the complainant, if any, the alleged violating party, and a representative of the County Administrative Officer or the agency conducting the investigation. The County Administrative Officer may suspend progress payments on a contract pending the outcome of the hearing. Unless otherwise agreed to by all parties, the hearing shall be commenced no later than twenty-one days after service of a written notice of violation.

G. After the hearing, the County Administrative Officer, shall make written findings and conclusions and shall order one or more of the following:

1. Dismissal of the complaint when a violation is found not to have occurred;
2. Suspension or cancellation of the contract in part or in whole;
3. Disqualification of the violator;
4. Exclusion of the violator from future contracts or vending until demonstration of compliance;
5. Liquidated damages of up to ten percent of the contract award;
6. Enforcement of any provision of the contract providing remedies, such as penalties or liquidated damages for violation of contractual provisions, or enforcement of any other remedy available under the laws of King County.

H. Upon receipt of a written and signed allegation that any contract awarding authority has violated any provision of this ordinance, or if a violation is discovered from information gained through compliance monitoring, the King County Executive shall order an investigation. If there is probable cause to believe that a violation has occurred, the Executive or his/her designee will, upon ten days' written notice to the alleged violating party, conduct a hearing to determine whether or not a violation has occurred. The hearing shall be recorded and each party shall have the right to call and examine witnesses, to produce documentary and physical evidence, to cross-examine witnesses, and to be represented by anyone of his/her choice lawfully permitted to do so. The parties shall include the complainant, if any, the alleged violating party, and a representative of the Executive or the agency conducting the investigation. Unless otherwise agreed to by all parties, the hearing shall be commenced no later than twenty-one days after service of a written notice of violation.

I. After the hearing, the King County Executive shall make written findings and conclusions and shall order one or more of the following:

1. Dismissal of the complaint when a violation is found not to have occurred;
2. Corrective personnel action;
3. Disqualification and suspension of authority of all members, any board, commission, or other body constituting the violating contract awarding authority;
4. Enforcement of any other remedy available under the laws of King County.

J. Any person, firm, corporation, business, union, or organization which prevents or interferes with a contractor and/or subcontractor's efforts to comply with the requirements of this ordinance or which submits false or fraudulent information to any King County department or employee concerning compliance with this ordinance shall be subject to a civil penalty of up to five thousand dollars for each occurrence, King County having previously complied with the notice and hearing provisions of this ordinance.

#### **SECTION 9. SPECIAL REPORT REQUIRED.**

In addition to the Executive's proposing minority/women's business contracting goals and programs in the required annual Affirmative Action Plan, six months from the effective date of this ordinance, a report shall be submitted to the Council detailing performance of the program at a minimum, the report shall:

A. Provide statistical evidence, supported by a narrative explanation where appropriate, showing contracts awarded to minority/women's business, by type of contract, dollar value, and contract awarding authority;

B. If any contractor, contract awarding authority, department, has been granted a waiver from the provisions of this ordinance, identifying the specific contract or bid process, parties involved and the reasons for the waiver's approval.

C. As appropriate, identify actions taken, by individual case, where it has been alleged that a contractor, subcontractor, vendor or contract awarding authority has violated the provisions of this ordinance.

D. Recommend, with amendments to the ordinance and findings of fact as appropriate, whether or not the handicapped should be added to the ordinance as a category of owned and operated business. Further, recommend whether the ordinance should be amended so as to apply to the economically disadvantaged;

E. Recommend whether utilization goals for each year shall be included in the County Affirmative Action Plan for submission to the Council for approval subsequent to the first day of January of that year, and not later than the first day of March of that year as provided in Section 3 of this ordinance; or proposed utilization goals should be developed in conjunction with the preparation of the budget for the forthcoming year and be submitted with the proposed budget for Council approval.

F. As appropriate, recommend amendments to the ordinance, substantiated by fact, designed to accomplish overall program goals in a cost-effective manner.

#### **SECTION 10. AUTHORIZATION TO IMPLEMENT PROCEDURES.**

The County Executive is authorized to implement such forms, administrative processes, and operational procedures as are necessary to comply with the provisions of this chapter; provided that such forms, processes and procedures shall be promulgated in compliance with Chapter 2.98; Rules of County Agencies.

#### **SECTION 11. EFFECT OF ORDINANCE, STATUS OF SOLICITATIONS.**

The provisions of this ordinance shall apply to all contracts for which a solicitation is released after the effective date of this ordinance.

#### **SECTION 12. REPEALER.**

King County Ordinance 5700 is hereby repealed.

#### **SECTION 13. SEVERABILITY.**

The provisions of this ordinance shall be effective in all cases unless otherwise provided for by State or Federal Law. The provisions of this ordinance are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstances shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Passed by the King County Council May 10, 1982.

Signed by the King County Executive May 20, 1982.