

ORDINANCE No. 112181

COUNCIL BILL No. 104729

AN ORDINANCE authorizing the Mayor to enter into an agreement with King County (King County Public Defense Program) for the provision of legal services in 1985 to indigent persons who are charged with criminal offenses under City ordinance.

REC'D OMB MAR 05 1985

COMPTROLLER FILE No. _____

Introduced: <u>JAN 22 1985</u>	By: <u>EXECUTIVE REQUEST</u>
Referred: <u>JAN 22 1985</u>	To: <u>HR 411</u>
Referred:	To:
Referred:	To:
Reported: <u>MAR 4 1985</u>	Second Reading: <u>MAR 4 1985</u>
Third Reading: <u>MAR 4 1985</u>	Signed: <u>MAR 4 1985</u>
Presented to Mayor: <u>MAR 5 1985</u>	Approved: <u>MAR 14 1985</u>
Returned to City Clerk: <u>MAR 14 1985</u>	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained: 

Law Department

WSP

The City of Seattle--

REPORT O

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____
report that we have considered the same and resp

2/13/85 H, R, HS

Hold

2/27/85 - H, R, HS Commit

Do pass (2-0)

[Signature]
Com

Law Department

WSP

The City of Seattle--Legislative Department

Date Reported
and Adopted

REPORT OF COMMITTEE

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No. _____

report that we have considered the same and respectfully recommend that the same:

2/13/85 H, R + HS

Hold

2/27/85 - ^{Hold} H, R + HS Committee

Do pass (2-0)

QUEST

4 1985

1985

14 1985

Samuel Williams, Acting *2/13/85*
Committee Chair

181211

_____	LIGHT	_____	HEALTH
_____	ENG	_____	PARKS
_____	DCLU	_____	L & CA
_____	GCD	_____	<i>W. J. ...</i>
_____	LAW	_____	

BA/eo
11/26/84

ORDINANCE' 112181

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AN ORDINANCE authorizing the Mayor to enter into an agreement with King County (King County Public Defense Program) for the provision of legal services in 1985 to indigent persons who are charged with criminal offenses under City ordinance.

WHEREAS, the King County Public Defense Program has been coordinating the City of Seattle's indigent defense services since 1978; and

WHEREAS, the City will need these services in 1985; Now, Therefore

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Mayor in the attached materials, the Mayor is authorized to execute for and on behalf of the City of Seattle an agreement for the provision of legal services during 1985 to indigent persons who are charged with criminal offenses under City ordinance, substantially in the form of the document entitled "Public Defense Agreement" attached hereto.

Section 2. Execution of the agreement authorized in Section 1 hereof, and any other act consistent with the authority and prior to the effective date of this ordinance, are hereby ratified and confirmed.

(To be used for all Ordinances except Emergency.)

Section 3. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 4th day of March, 1985,
and signed by me in open session in authentication of its passage this 4th day of
March, 1985. *Norman E. ...*
President of the City Council.

Approved by me this 14th day of March, 1985. *Charles ...*
Mayor.

Filed by me this 14th day of March, 1985.

Attest: *Jim Hill*
City Comptroller and City Clerk.

(SEAL)

Published

By *Theresa Dunbar*
Deputy Clerk.

PUBLISH DO NOT PUBLISH
CITY ATTORNEY *MS*

PUBLIC DEFENSE AGREEMENT

THIS AGREEMENT made and entered into this 31st day of May, 1985, by and between KING COUNTY, a municipal corporation of the State of Washington, hereinafter referred to as "County," and the CITY OF SEATTLE, a municipal corporation of the State of Washington, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the County, through the Public Defense Program, has been providing defense services to indigents¹ charged in Seattle Municipal Court with criminal offenses that are punishable by imprisonment, under City ordinances, and

WHEREAS, The County Public Defense Program has an established list of attorneys who participate in the defense of indigents¹ in King County, and also contracts with nonprofit legal corporations for said defense, and

WHEREAS, the County Public Defense Program has an established method of determining indigency¹ and assigning cases to attorneys where constitutionally required, and

WHEREAS, the City has a need for obtaining appointed counsel for qualified indigents charged with criminal offenses under City ordinances that are punishable by imprisonment, and

WHEREAS, the City desires that defender associations providing representation to defendants in Municipal Court work closely with appropriate community-based social service agencies to minimize recidivism,

IT IS AGREED:

- I. The County Public Defense Program will provide the City with the following services:
 1. Interview defendants who request counsel at public expense and who are charged with criminal offenses punishable by imprisonment under City ordinances;

2. Determine whether such defendants are financially unable to obtain adequate representation without substantial hardship to himself/herself and family;¹
 3. Obtain legal counsel for defendants found eligible for legal representation at public expense;
 4. Negotiate contracts with defender associations to provide indigents¹ and near-indigents¹ with legal representation, and maintain a list of private counsel who will provide such representation when a defender association cannot do so because of a conflict of interest;
 5. Negotiate contracts with defender associations to provide legal representation for all municipal arraignment calendars; this representation is to include no less than two attorneys and one support staff being present one hour before and during all in-custody arraignment calendars; and no less than one attorney and one support staff one hour before and during out-of-custody arraignment calendars;
 6. Provide Hispanic, Chinese, Vietnamese, and Thai translation services for all arraignment calendars and as required for other court appearances;
 7. Negotiate a contract with a defender association to provide 24-hour emergency phone service for indigents¹ accused of a criminal offense punishable by imprisonment under City ordinance.
- II. The City will pay the County for services described in this contract no more than forty five (45) working days after receipt of invoice and required reports outlined in Section III, in accordance with terms and conditions expressed in this contract. Compensation to the County will be based on the following:

¹ In making this determination of indigency, the Public Defense Program will follow the Legal Services Corporation Poverty Guidelines, the King County Code, and applicable decisions by the Washington Supreme Court.

1. The sum of \$168,218 for the 1985 calendar year for the interviewing, determining indigency, assigning these cases, and administering these services for the City, and providing language translation services; payable at \$14,018.17 per month, commencing the month of January, 1985, and pursuant to certification procedures set forth hereinafter;
2. The sum of \$1,273,687 for the 1985 calendar year, for all necessary and constitutionally required legal services for the City defendants, payable at \$106,140.58 per month, commencing the month of January, 1985, and pursuant to certification procedures and payment adjustment schedules set forth hereinafter;

The services covered by these payments are as follows:

- A. \$1,010,160 Case Assignments: An estimated total of 6,900 annual case assignments at a per case cost of \$146.40. Payment is based upon an estimated 6,900 case assignments to be made during the period January 1, 1985 through December 31, 1985. The County shall enter into agreements with defender associations that allow a five (5) percent variance in the number of estimated total cases paid monthly at one twelfth (1/12) the amount of \$1,010,160, for case assignments.
- B. 167,972 Arraignment Calendars:

Monday through Friday -- daily and evening -- arraignment calendars in the Public Safety Building, \$135,972.

Saturday arraignment calendar -- in custody, \$32,000.
- C. 66,900 Supervision for Contract Defender Associations:

Contract defender associations with 10 or more attorneys devoted to providing indigent defense exclusively in Seattle Municipal Court, \$44,600.

Contract defender associations with less than 10 and greater than four attorneys devoted to providing indigent defense exclusively in Seattle Municipal Court, \$22,300.

D. 8,000 24-hour Telephone Service:

24-hour telephone service for persons accused of a criminal offense punishable by imprisonment under City ordinance.

E. 20,000 Training: Training for attorneys providing public defense in Seattle Municipal Court, said dollars to be distributed pro rata by percentages of contracted case-loads under the terms of the contracts entered into by PDP and the defender associations.

F. 655 Assigned Counsel:

When necessary because of a conflict of interest, PDP is to assign cases to private counsel on its approved list at its current compensation rate to include all representation through the trial or appellate level as the case may be.

3. The monthly net amount payable to the County will reflect, in credits to the City, reimbursements for cases wherein defendants have fulfilled promissory note obligations to the Public Defense Program;
4. Payment for appeals shall be \$439 for each of the first 115 appeals. Any appeals in excess of 115 during the contract time period shall be paid at a rate of \$135.00 per appeal unless the agreement is amended by mutual agreement of the parties;
5. The amount up to \$65,028 for the 1985 calendar year for legal services and staff support for arraignment calendars scheduled at the King County Deten-

tion Facility, payable at \$5,419 per month commencing no more than 30 days prior to the first regularly scheduled arraignment calendar, and as approved by the City's Director of the Office of Management and Budget;

6. Should the number of case assignments per month vary more than five (5) percent of one twelfth (1/12) of the annual estimate in any one month, it is agreed the monthly payment amount set in Section II.2 of this contract will be adjusted as follows;
 - A. The City will reimburse the County in the sum of \$125.00 per case assignment for those case assignments greater than 604 per month.
 - B. The County will reflect in credits to the City in the sum of \$125.00 per case assignment for those case assignments less than 546 per month.
 - C. The cumulative total of monthly City payments to the County at any time during the year shall not exceed the sum amount of \$1,010,160 for case assignments in Section II.2 of this contract. Payments exceeding and in addition to those specified herein are subject to City Council approval and appropriations.
7. At the end of the contract term, December 31, 1985, the County will reimburse the City in the sum of \$125 per case assignment if the number of case assignments is less than 6,555 and monthly deductions were not made previously for those cases;
8. At the end of the contract term, December 31, 1985, if the total number of cases is more than 6,555, and the County made monthly payments to the City of \$125 per case for cases less than 546 per month, the City will reimburse the County for excess monthly deductions.
9. At the end of the contract term, December 31, 1985, the City will reimburse the County in the sum of \$125 per case assignment for any of case assignments greater than 7,245 which were not reimbursed previously, provided that the supplemental ordinances providing necessary funding are approved and appropriated by the City;

10. At the end of the contract term, December 31, 1985, if the total number of cases is less than 7,245, and the City made monthly payments previously of \$125 per case for cases in excess of 604 per month, the County will reimburse the City for excess monthly payments.

11. If any reimbursement is required, the amount shall be calculated upon the certification of cases submitted to the Public Defense Program for December, 1985. The amount to be reimbursed shall be provided before January 20, 1986.

III. Within 10 days of the last day of each calendar month, the Administrator of the Public Defense Program will certify and submit for the previous month to the City:

1. The number of cases screened and assigned as well as those screened and not assigned;

2. The number of City cases assigned to each defender association;

3. The number of City cases assigned to each attorney within a defender association;

4. Closed City Case Reports containing: defendant's and attorney's names; dates case assigned and closed; charges; disposition; and, attorney and support staff hours spent by type of charge and type of trial or hearing;

5. Affirmative action staffing reports containing job categories and number of employees by race classifications, and number of males and females for each respective classification;

6. Financial and management reports of those defender associations assigned City cases containing monthly expenditures of attorney salaries, staff salaries, number of nonpaid staff and volunteers and their hours of service, operating expenses, and other financial or management reports provided for or by the County as per agreements between the County and defender associations.

IV. The term of this agreement shall be from January 1, 1985, through December 31, 1985, unless terminated earlier by written agreement of the parties hereto.

- V. This agreement may be amended at any time by mutual agreement of the parties.
- VI. The County, having in place Equal Opportunity and Affirmative Action Ordinances, agrees in its actions, to follow said ordinances; further, the County recognizes that the City, under the provisions of its Ordinance 101432, has certain "Required Contract Provisions." To assist the City in the implementation of this ordinance, the County agrees to include the following provisions in all subcontracts for work covered by this contract:

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, transfer, recruitment, recruitment advertising, layoff, 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 non-discrimination clause;

2. The contractor will, prior to commencement and during the term of this contract, furnish to the Director of Human Rights (as used herein Director means the Director of the Human Rights Department or his designee) upon his request and on such form as may be provided by the Director therefor, a report of the affirmative action taken by the contractor in implementing the terms of this provision, and will permit access to his records of employment, employment advertisements, application forms, and 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 reduced 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 County will ensure that all subcontractors will submit monthly affirmative action manpower reports through it to the Seattle Human Rights Department within 10 days of the last day of each calendar month.

VII. The City 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 any reason of or arising out of any act or omission of the City, 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 City 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 City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

VIII. The County shall indemnify and hold harmless the City 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 any reason of or arising out of any act or omission of the County, 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 City, the County shall defend the same at its sole cost and expense; provided that the City 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 City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- IX. As of this contract, the King County Council has appropriated funds for 6,900 cases and up to \$233,000 for arraignment. The County's obligation to contract for services above this level is specifically conditioned upon passage of a supplemental appropriation to cover additional cases and services.
- X. The County, in negotiations with defender agencies, will encourage the use of community based social service agencies to address the problems of recidivism and the resulting impact on the criminal justice system.
- XI. The following definitions shall apply in this contract.

Case: Is any one or series of misdemeanor charges punishable by imprisonment under City ordinances against one defendant set for the same series of court proceedings.

A complete case involves all necessary legal representation from case assignment through disposition or the necessary withdrawal of counsel after the delivery of substantial legal services.

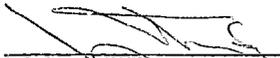
Disposition. Shall include the dismissal of charges, the entering of an order of deferred prosecution, imposition of sentence, or deferral of same, and any other hearing on that cause number. It shall include the filing of a notice of appeal, if applicable.

Misdemeanor Appeal: A misdemeanor appeal involves perfecting the record following the filing of the notice of appeal, preparing such briefs and memoranda as are required, arguing the case, and handling such paperwork as a higher court's decision and orders direct.

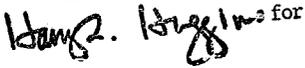
XII. The parties agree that this agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded.

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

COUNTY:


RANDY REVELLE
King County Executive

ATTEST:

 for

LAURAINÉ BREKKE, Director
Department of Executive Administration

JUN 18 1985

CITY:


CHARLES ROYER
Mayor of Seattle

DATE:

City of Seattle

Executive Department-Office of Management and Budget

Gary Zarker, Director
Charles Royer, Mayor



January 10, 1985

Honorable Norman B. Rice, President
Seattle City Council
City of Seattle

Dear Mr. Rice:

During the last few months, the Office of Management and Budget has been working with the King County Office of Public Defense to secure indigent defense services for the City during 1985. Now that the City and County Councils have adopted 1985 budgets, we have prepared a contract for your approval, based on your recent budget actions.

The current public defense contract between Seattle and the King County Public Defense Program ended December 31, 1984. The County has extended the cost per case allocation and other basic conditions into 1985 pending completion of their agency audits and contract negotiations. We have prepared the proposed public defense contract, to ensure continuity of services in Municipal Court, and to provide sufficient time for the County Office of Public Defense to complete contract negotiations with public defense agencies. The proposed agreement retains the basic framework of our existing contract with King County. The County will continue to provide indigency screening, case assignment, and administrative oversight.

The 1985 public defense contract was approached with the objective of continuing improvements made in recent years. The major objectives included:

- a. Review of the caseload per attorney standard and attorney's salary: The proposed agreement and budget maintains the caseload average of 400 in 1985. This was the base number used in our cost formula using the fully loaded cost (includes investigator, clerical, social worker, and all overhead expenses) of an attorney when calculating the total budget. Analysis of closed case reports and agency staffing reports indicates that the actual average caseload per attorney is significantly less than 400 cases. The Defender Association, in 1984, is operating with a caseload that varies from 300-325 cases per attorney. Neither the City nor the County can dictate how the agencies will use the additional funds we will be providing in 1985. However, the 17.5 percent increase, covering all expenses, should enable the agencies to increase salaries and/or decrease work loads. Based upon differing philosophies and current practices, we would expect to see a variety of responses from the different agencies.

During our survey work with the agencies, we will develop a more accurate means of projecting actual caseloads.

Honorable Norman B. Rice
January 10, 1985
Page Two

- b. Review the cost per case and revise, as necessary, to reflect actual costs: The proposed agreement increases fully allocated costs per case by 17.5 percent over 1984. This increase reflects an 8.2 percent increase by the City, an eight percent increase by the County and increases in supervision and other support resources.
- c. Review training needs of the defender agencies and provide a separate budget item for training: The proposed agreement includes almost \$20,000 specifically identified for training of attorneys providing defense services in Municipal Court. This increase almost doubles the 1984 allocation.
- d. Review requirements for supervision of attorneys providing defense services: The agreement recognizes the need for adequate supervision and provides compensation for supervision for agencies with 10 or more attorneys providing service in Municipal Court. The 1985 contract includes an additional payment for a part-time supervisor for agencies with less than 10 and more than four attorneys devoted to Municipal cases.
- e. Review the attorney hours spent per appeal and the outcome of appeals: Based on experience in 1984, OMB recommends a payment rate equal to three case credits, for appeals, for the first 115 appeals. Any appeal in excess of 115 will be paid at the rate of one case credit, unless changed by mutual agreement.
- f. Continue to provide language translation services for non-English speaking indigent defendants at arraignment, trial, and court hearings: The proposed contract provides resources to allow these services to continue.
- g. To improve monitoring, supervision, data collection, records and reports for contract defender agencies: The King County Public Defense Program will provide the City with detailed information related to the quantity and quality of defense services provided in Municipal Court. In addition, the City will receive case reports containing disposition by type of case and type of trial, plus financial and management reports of agencies.

OMB will continue its program survey of public defense services to develop a better understanding of how the agencies operate on a day to day basis. Also, the King County Executive has extended for another year an advisory committee to assist in developing recommendations to improve the efficiency and effectiveness of the public defense system.

The City will pay the County a fixed amount for administrative costs associated with indigency screening, case assignment services, interviewing, billing, docketing, data compilation, language translation services, and assigning and collecting promissory notes. The amount of \$168,218 is an increase of about \$34,000 over 1984, and includes translator costs (\$15,000) previously indicated as a separate line item in 1984. Also, an additional \$12,800 represents the City's allocation of three staff positions converted to full time from part time status.

Honorable Norman B. Rice
January 10, 1985
Page Three

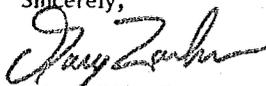
The City will pay a lump sum amount to the County Public Defense Program for the cases handled by defense organizations. In 1985, we anticipate 6,900 cases in Municipal Court requiring a public defender, plus or minus five percent. If the City's caseload falls below 6,555 cases, the County will reimburse the City \$125 per case. If our caseload exceeds the 7,245 cases, we will pay the County an additional \$125 per case over that maximum number.

In response to concerns raised by City councilmembers and others, the agreement includes equal employment opportunity requirements, as spelled out in Ordinance 101432, Required Contract Provisions (Equal Employment Opportunity).

Several enclosures have been included to detail the changes from 1984 to 1985.

Thank you for your consideration of the proposed public defense agreement and enabling legislation. If you have any questions, please contact either John Anthony or Bruce Abe.

Sincerely,



GARY ZARKER
Budget Director

GZ/ba/ebc

Enclosures

1985 Public Defense Budget

Improvements over 1984

- Increased the cost per case reimbursement by \$21.34 from \$125 in 1984 to \$146.34 in 1985. The 17 percent increase is represented by the County's eight percent increase in base costs plus an additional 8.2 percent increase by the City. Including supervision and other support resources, the cost increased from \$143 to \$168 per case, a 17.5 percent increase.
- Increased the supervision budget by .5 FTE for ACA (\$22,300).
- Decreased assigned counsel budget by almost \$8,000 to \$2,000, in order to reflect projected actual level of service.
- Added the cost of two attorneys and one clerical position to arraignments to accommodate the new court schedule in King County jail (\$65,027.75).
- Training will be increase by 99 percent over 1984 amount to \$19,931.

Workload

- Reduced projected total caseload from 7,600 in 1984 to 6,900 in 1985. This change is based upon annualized eight-month actuals for 1984.
- Projected average caseload will remain well below 400 cases per attorney.
- Average attorney hours per case remained about 4.24 (1984), vs. 4.20 (1983).
- Projected appeals will increase to 115 from 88 in 1984. This change reflects annualized experience through eight months in 1984. The agencies continue to be appealing cases with adequate justification.

Attached are charts and narratives delineating cost elements of the 1984 and 1985 contracts.

GZ/ba/eba
1/8/85

Attachments

Attachment A
CITY OF SEATTLE PUBLIC DEFENSE BUDGET/EXPENDITURES

	1980	1981	1982	1983	1984 Adopted	1985 Proposed
Administration, Screening, and Case Assignment	\$ 55,625	\$ 60,000	\$ 75,000	\$ 104,187	\$ 134,000	\$ 168,218
Arraignment	20,000	25,000	66,500	149,360	157,724	232,800
Assigned Cases	660,000	892,365	860,902	877,400	950,000	1,009,700
Special Legal Costs	0	0	0	96,713**	133,386***	147,316***
Total Budgeted	\$ 735,625	\$ 768,125	\$1,000,000	\$1,227,660**	\$1,375,110	\$ 1,557,418
Actual Expenditure	\$ 604,166	\$ 977,365	\$1,002,402	\$1,180,541		
Number of Cases	5,500	7,255	7,776	7,760	7,600	6,900
Cost per Case $\frac{\text{assigned cases budget}}{\text{number of cases}}$	\$ 120	\$ 123	\$ 110	\$ 107	\$ 125	\$ 146
Cost per Case including special legal costs paid to defender agencies	\$ 120	\$ 123	\$ 110	\$ 117	\$ 143	\$ 168

*Special Legal Costs for 1985 include: 24 hour telephone service @ \$8,000 training @ \$19,931, supervision @ \$66,900, appeals @ \$50,485, and outside counsel @ \$2,000.

**Includes \$58,660 additional appropriated to the Defender Association mid-year 1983.

***For 1985, translator services (\$15,000) are included in Administrative Costs. In 1985, one .5 FTE Supervisor is included in special legal Costs for ACA (\$22,300).

GZ/ba/bb
1/8/85

Attachment: B

	1984	1985 Proposed
1. Administration Language Service	\$ 134,000 14,218	\$ 168,218
2. Assigned Counsel	10,126	2,000
3. Arraignment: ACA TDA	128,545 29,179 <u>157,724</u>	200,000 32,138 <u>232,138</u>
4. Training	10,000	19,931
5. Supervision	<u>50,110</u>	<u>66,900</u>
Subtotal	\$ 361,960	\$ 489,187
6. Case Costs	7,600 x \$125 (salary cost \$ 50,110) \$ 950,000	6,900 x \$146.34 (salary cost \$ 58,537) \$1,009,746
7. Appeals	88 @ \$375 3 credits \$ 33,092	115 @ \$439 3 credits \$ 50,485
8. 24-Hour Telephone Service	\$ 15,840	\$ 8,000
9. Total	<u>\$1,375,110</u>	<u>\$1,557,418</u>

GZ/ba/bba
1/8/85

The increase of \$30,883 (23%) includes translator costs (\$15,000) previously indicated as a separate line item. Also, an additional \$12,840 represents the City's allocation of three part-time staff positions converted to FTE from extra help positions.

Based upon actual usage of assigned counsel -- in 1983, \$2,761; in 1984, approximately \$2,000.

ACA's increase of \$71,455 includes an increase factor of approximately 8% plus an additional two attorneys and one clerk for a new arraignment schedule in the new jail. TDA's increase of 10% (\$2,959) is based upon TDA's proposal to King County Office of Public Defense (OPD).

The \$9,931 reflects a 99 percent increase in costs. This year, distribution of funds may be prorated among agencies to reflect changes in staffing levels. We have requested that OPD negotiate a higher training budget by reducing 24 hour telephone services to reflect actual costs (\$8-\$10,000).

One supervisor for every 10 attorneys @ \$44,600. The increase reflects an attorney's salary plus prorated support staff. The 1985 proposal includes addition of .5 FTE Supervisor to ACA @ \$22,300.

The increase of \$21.34 per case reflects the County's 8 percent increase plus an additional 8.2 percent City increase. Since 1980, the case cost increased from \$120 to \$146. Fully allocated costs which includes training, supervision, appeals, outside counsel, and 24 hour telephone service results in \$168 cost per case, an increase of \$48 per case in 5 years, or an inflation adjusted 10 percent.

This is currently under review and awaiting further data from OPD.

City of Seattle

Executive Department-Office of Management and Budget
Gary Zarker, Director
Charles Royer, Mayor



January 9, 1985

The Honorable Douglas Jewett
City Attorney
City of Seattle

Dear Mr. Jewett:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING
DEPARTMENT: Office of Management and Budget

SUBJECT: An ordinance authorizing the Mayor to enter into an agreement with King County (King County Public Defense Program) for the provision of legal services in 1985 to indigent persons who are charged with criminal offenses under City ordinances.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation directly to your office for review and drafting.

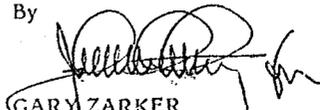
After reviewing this request and drafting appropriate legislation:

- (X) File the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.
- () Do not file with City Council but return the proposed legislation to OMB for our review. Return to _____.

Sincerely,

Charles Royer
Mayor

By


GARY ZARKER
Budget Director

GZ/ba/fb

Enclosure

GB # 70374

Barnett

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JAN 14 1985

Douglas N. Jewett
CITY ATTORNEY

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