



REQUEST FOR PROPOSALS FOR PUBLIC DEFENDER SERVICES

PURPOSE OF REQUEST

The City of Puyallup requests proposals to provide public defense services for indigent criminal defendants for a term of two years, with the option to extend the contract for an additional two-year period.

The City will pay the selected Public Defender for representational services, including lawyer services and appropriate staff services, infrastructure, investigation and appropriate sentencing advocacy. All proposals should take into account the adopted Standards of the City and the Washington State Supreme Court (“Standards”) when submitting proposals. Proposals should include all necessary infrastructure, training, and services necessary to comply with the Standards. Legal services provided will include, but not be limited to, interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, and preparation for and appearance at court proceedings. The proposal should also provide for attendance at 3-4 calendars per month to address Community Court. Necessary and reasonable expert witness, investigative and other services will be paid directly to the expert or investigator, or reimbursed to the contract provider, when authorized by the Court.

INSTRUCTIONS TO PROPOSERS

A) All proposals should be sent via email to:

Jessica Johnson, Executive Assistant
jmjohnson@puyallupwa.gov

B) All proposals must be received **by 4:30 PM, October 15, 2021**. No faxed, mailed or telephone proposals will be accepted.

C) The City may schedule interviews, if desired. Proposers should take note that a selection may be made by the City based upon the written proposal submitted and should plan accordingly.

D) The Puyallup City Council must ratify a contract with the selected firm or attorney as appropriate.

E) All proposals must include the following information:

1) The name of every individual attorney who is proposed to provide public defense services and their area of responsibility.

2) A resume for every attorney who will provide legal services, or supervise the provision of legal services by others, illustrating the attorney's specific experience in criminal defense.

3) A statement warranting that every attorney proposed to provide legal services has read and is familiar with Resolution No. 2297 establishing standards for the City, and the Supreme Court Standards originally adopted pursuant to the Order at 174 Wn.2d. 1177 and 1192, as amended ("Standards"). Each proposer will be required to warrant that the proposal submitted takes into account all required training, infrastructure, and service provision required under the Standards.

The City has assigned an average of 20-30 cases per month or 300-400 cases per year, using an unweighted standard. The number of assigned indigent defendants and the resulting trials are dependent on the unique facts and circumstances of any particular case and time period.

4) References.

5) Insurance. The proposer should indicate their willingness and capability to provide insurance coverage of the same or similar nature as indicated below. Proposers shall assure the City that their malpractice coverage contains no exclusion for ineffective assistance of counsel.

General Liability with a minimum limit of liability of \$2,000,000 combined single limit each occurrence bodily injury and property damage.

Automobile Liability covering owned and non-owned vehicles with a minimum limit of liability of \$1,000,000 combined single limit each occurrence bodily injury and property damage.

Professional Liability (Errors and Omissions) for Attorney with a minimum limit of liability of \$1,000,000 per claim and \$2,000,000 aggregate.

6) Provide information in your proposal addressing the following:

6.1 Your experience in providing public defense services and contract performance;

6.2 How long your firm has been in existence. How many years it has practiced criminal defense.

6.3 Your firm's experience handling indigent clients. Describe the type of cases in which you have represented such clients.

6.4 Number of attorneys currently employed by your firm that would be involved in public defense under the proposal. Resumes and references must be provided for each attorney.

6.5 Number of staff employed by your firm. Number of staff to be assigned to the public defense services contract. If contract or other services are necessary to comply with Supreme Court Standards such as access to a mental health professional or interpreters, indicate how your firm will comply with the Standards in this regard.

6.6 Disclose any attorney or employee of the firm that has or could reasonably be anticipated to have any conflict of interest with the City. Describe how that conflict will be addressed.

7) Contract performance

7.1 If your firm has previously provided or is providing contract services for a city or county, please provide any documented review of contract compliance under those contracts.

7.2 Please note specifically any termination for cause of any public contract in whole or in part within the last ten years. Please note any corrective action required under any such public contract.

7.3 Has any attorney proposed to provide services under your proposal been disciplined by the Washington State Bar Association, or any other mandatory bar association of any other state?

7.4 Has any attorney employed by your firm been removed from a case because of a court finding of ineffective assistance of counsel?

7.5 Has any attorney in your firm been monetarily sanctioned by a court for any reason? Please provide a summary of the sanction, including the court and date sanction was imposed.

7.6 Has any attorney in your firm had an action for malpractice filed against the attorney in any courts? If so, what is the status or disposition of the filing?

PROPOSED DELIVERY OF SERVICES (Scope of Services is described below)

Taking into account the Standards for Services adopted by the City as well as by the Washington State Supreme Court, please provide the following information or proposals:

A) Please describe your firm's general policy guidelines when addressing the needs of indigent misdemeanor clients.

B) How you will monitor the case load of attorneys providing Indigent Defense Services.

C) The type of training the attorneys in your firm receive which would be relevant to the practice in criminal law and public defense.

D) Your firm's capacity for working with non-English speaking clients.

E) Your firm's experience working with ex-offenders, the mentally ill, or other clients in need of social service referrals.

F) Provide information regarding your firm's ability to report both monthly and annually regarding the assigned case load, the disposition of cases and the types of cases assigned.

SELECTION CRITERIA

The selection of a Public Defender will be based upon the ability of the proposer to best meet the

guidelines established by the 2011 Washington State Bar Association which state:

The object of these guidelines is to alert the attorney to the course of action that may be necessary, advisable, or appropriate and thereby assist the attorney in deciding the particular actions that must be taken in a case to begin to **ensure the client receives the best representation possible**, [emphasis added]

In its evaluation process, the City will consider the completeness of the written proposal, the qualifications of the specific individuals proposed for assignment to act as a Public Defender, the proposer's history of successfully fulfilling contracts of this type, experience in similar work, the proven or potential ability of the proposer to fully comply with all Standards as well as the competitiveness of the fee structure proposed. Each proposal will be independently evaluated on these factors.

TERMS AND CONDITIONS

A) The City reserves the right to reject any and all proposals and to waive minor irregularities in any proposal.

B) The City reserves the right to request clarification of information submitted and to request additional information from any proposer.

C) The City reserves the right to award any Contract to the next most qualified proposer, if the successful proposer does not execute a Contract within thirty (30) days after the award of the proposal.

D) Any proposal may be withdrawn up until the date and time set for opening of the proposals. Any proposal not timely withdrawn shall constitute an irrevocable offer for a period of sixty (60) days to provide to the City the services described herein or until additional proposals have been approved by City Manager, whichever first occurs.

E) The City shall not be responsible for any costs incurred by a firm in preparing, submitting, or presenting its response to the RFP.

F) Term. Public defense services will commence on a date mutually agreed by the parties, for an initial term of two (2) years. The parties may mutually agree to extend the resulting Contract for an additional term of two (2) years.

G) Screening. Termination of indigency for eligibility for appointed counsel for this Contract shall be determined by the Puyallup Municipal Court. The Public Defender will not be responsible for screening potential clients. Should the Public Defender determine a defendant is not eligible for assigned counsel, the Public Defender will so inform the court and move to withdraw from the case.

H) Reporting. The Public Defender shall file monthly reports with the City delineating each client who has been appointed to the Public Defender for representation, in a format mutually agreed

to by the parties. The format shall not include attorney/client privileged information. The report shall designate whether the client was “conflicted” to another attorney for representation or the client hired another private attorney. The court will indicate the charges filed and the disposition of any case as appropriate. The report shall be due on or before the tenth (10th) day of the month in which services were provided.

I) Case Count. A case is defined as the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation. Multiple citations from the same incident will be counted as one case. Each case is counted only once, irrespective of any subsequent reappointments pursuant to a failure to appear (hereinafter FTA). Cases will be counted at the time of first appointment. Cases subsequently conflicted, where a private attorney is hired, will be noted on the next report and will not be counted as a Public Defender case.

J) Associated Counsel. Any counsel associated with or employed by the Public Defender shall have the authority, upon approval by the City, to perform the services called for herein, and the Public Defender may employ associated counsel to assist at the Public Defender’s expense. The Public Defender and all associated counsel hired pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington. Sufficient counsel shall be provided to represent defendants during a vacation and illnesses, in settings in more than one courtroom.

K) Attorney Conflict. In the event the Public Defender must withdraw from a case because of a conflict of interest, the Public Defender shall refer the defendant to another attorney competent and able to provide legal services to the indigent. The cost of conflict counsel shall be paid by the City and not by the Public Defender.

L) Discovery Provided. The City will provide to the Public Defender at no cost to the Public Defender or defendant one (1) copy of all discoverable materials concerning each assigned case with the exception of audio and video tapes which shall be made available for inspection in accordance with the rules of discovery. The Public Defender will receive electronic copies of discovery.

M) City Code. The City’s criminal code is published online at:

<https://www.codepublishing.com/WA/Puyallup/>

N) Assignment Prohibited. No assignment or transfer of the Contract or any interest in the Contract shall be made by the Public Defender without the prior written consent of the City.

O) Case Loads. Proposers holding more than one public defense Contract shall list each Contract. All attorneys providing services shall maintain a case load which fully complies with the City and Washington State Supreme Court Standards, whichever is more restrictive. Copies of quarterly certifications to the court shall be provided to the City. In the event that these Standards significantly change during the term of the agreement, the parties will meet and renegotiate the terms of the Contract. A “significant change” is a change beyond the adopted City or Supreme Court Standard which materially alters a term or condition of the Contract.

SCOPE OF SERVICES

A) General Description. Pursuant to Chapter 10.101 RCW, indigent criminal defendants who are determined to be eligible and are charged under the ordinances of the City will be referred to the Public Defender. Two other Public Defender attorneys also receive appointments to represent indigent criminal defendants. The Public Defender will provide legal representation for each assigned defendant through trial, sentencing, post-conviction review and any appeal to Superior Court or the Washington appellate courts. Such cases may include domestic violence cases. Performance of services shall, in all respects, comply with the Standards adopted by the Washington State Supreme Court and the City, whichever is more restrictive. The Public Defender will also appear at all Community Court calendars as standby counsel.

B) Standards for Public Defense. In addition to the Standards, the Public Defender shall at all times comply with the Rules of Professional Conduct (RPC) and all other applicable court rules as the same exist or are hereafter amended. The Public Defender shall maintain the highest standards of conduct and behavior towards the court, the prosecutors, and all parties. The Public Defender shall comply with the Standards for Public Defense Services adopted by the City as the same exist or are hereafter amended.

C) The Public Defender will attempt to initiate contact with assigned clients within twenty- four (24) hours of assignment. The Public Defender will provide his clients with contact information for availability during office hours. The Public Defender will return client phone calls or other attempts to contact the Public Defender within forty-eight (48) hours excluding weekends.

D) The Public Defender shall maintain an office and all other infrastructure necessary to comply with the “Standards.”

COMPENSATION

A) Please present detailed information on the firm’s proposed fee schedule on a price per case basis, noting any variations for non-routine services.

B) An itemized billing statement shall be submitted in a form approved by the City. Payment shall be made on a monthly basis in accordance with the City’s accounts payable procedures.

C) By submitting a proposal, the Proposer warrants that he or she and all attorneys performing services under the agreement have studied the Standards adopted by the City and the State Supreme Court, and have obtained, as necessary, applicable accounting review of the overhead costs necessary to provide all required infrastructure and services required by such Standards. Proposer further warrants that the proposal submitted is adequate to provide reasonable compensation for the provision of public defense services in accordance with such Standards.