



CITY OF BLACK DIAMOND REQUEST FOR PROPSALS FOR PUBLIC DEFENSE SERVICES

The City of Black Diamond ("City") is requesting proposals from well qualified attorneys and/or law firms interested in contracting for public defense services for indigent defendants appearing to answer criminal charges in Black Diamond Municipal Court, including all arraignment calendars. High quality defense and fair, accessible legal representation are of high importance to the City and the Black Diamond Municipal Court.

Presently, the City's regular court calendar is held on the second and fourth Wednesdays of each month. The successful applicant must also appear as assigned for other hearings as scheduled by the Municipal Court. At present, the court has scheduled the City's trial dates for the last full week of each month. However, the City's calendar and trial days are subject to change and the City does not warrant that the current schedule will continue throughout the terms of the contract.

INSTRUCTIONS TO PROPOSERS

- A. All applications with qualifications should be sent to:

Brenda L. Martinez, City Clerk/HR Manager
City of Black Diamond
PO Box 599
Black Diamond, WA 98010
- B. Applications must be in a sealed envelope and clearly marked in the lower left-hand corner: **"RFP-Public Defender"**.
- C. All applications must be received by 4:00 p.m. on January 13, 2020, at which time they will be opened. Three (3) copies of the application must be presented. No faxed, emailed or telephone applications will be accepted.

- D. Applications should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content. Use of recycled paper for proposals and any printed or photocopied material created pursuant to a contract with the City is desirable whenever practical. Use of both sides of paper sheets for any submittals to the City is desirable whenever practicable.
- E. The Mayor/City Administrator or representative will notify the selected attorney/firm.
- F. All applications must include the following information:
- All proposals should include a cover letter listing the name of the attorney, firm, the name of the principle (if different from the attorney listed above), the name of the primary contact for clarification of proposal contents, and contact information for all individuals/entities listed above, including postal address, phone, and email address. The cover letter must be signed by a representative authorized to commit the Respondent to the terms of the proposal.
 - The names and qualifications of the attorney(s) who will be providing public defense services and their areas of responsibility.
 - Specific experience of the attorney(s) in courts of limited jurisdiction, with emphasis on criminal cases.
 - A proposed outline of the method by which the applicant will make public defense services available to residents of Black Diamond as well as to indigent defendants resident in surrounding areas. This outline should include location of attorney office, accessibility by telephone to defendants without incurring long distance charges, and office hours or appointment times scheduled for the attorney.
 - A writing sample from the attorney(s) who will be providing public defense services.
 - Any criminal or professional disciplinary findings that have been entered against any of the attorneys who will be providing public defense services, regardless of originating jurisdiction.
 - References

SELECTION CRITERIA

<u>Factor</u>	<u>Weight Given</u>
a. Responsiveness of the written application to the purpose and scope of services.	20%
b. Attorney familiarity with the law related to defense of misdemeanor and gross misdemeanor prosecutions in municipal court.	15%
c. Attorney experience prosecuting or defending misdemeanor and gross misdemeanor charges in courts of limited jurisdictions.	15%
d. Attorney accessibility to clients for the purpose of providing public defense services to defendants residing in Black Diamond.	15%

<u>Factor</u>	<u>Weight Given</u>
e. Attorney reputation and references in support of qualifications to perform the contracted public defense work.	15%
f. Attorney ability and experience in providing timely and efficient legal services.	10%
g. Quality of attorney written legal work.	10%
Total Criteria Weight	100%

Each proposal will be independently evaluated on factors a. through g. Applicants should expect to be asked regarding their familiarity with legal issues pertaining to the defense of misdemeanors and gross misdemeanors in the interview process.

TERMS AND CONDITIONS

- A. The City reserves the right to reject any and all applications, 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 applicant.

- C. The City reserves the right to award any contract to the next most qualified applicant, if the successful applicant has been notified of selection.
- D. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFQ.
- E. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFQ.

SCOPE OF SERVICES

- A. General Description. Public Defender shall accept all cases assigned pursuant to RCW Chapter 10.101. Public Defender shall provide advice, legal defense services, and assistance to all eligible clients who have been arrested or charged under any City of Black Diamond ordinance or state statute which has a possible jail sentence. Public Defender shall represent eligible clients in Black Diamond Municipal Court where required. At all times the Public Defender's representation will have to comply with the requirements of the City Ordinance, the Rules of Professional Conduct, and all applicable court rules. Public Defender shall also maintain the highest standards of conduct and behavior towards the Court, the prosecutor, and all parties.
- B. Reporting. The Public Defender shall file monthly reports with the City delineating each client who has been appointed to the Public Defender, including name(s), charge(s), case number (s), disposition, bench or jury trial (as applicable), and whether an appeal was filed. The report is due on or before the tenth (10th) day of the following month for services of the prior month.
- C. Introduction Letter. The Public Defender is required to send a letter of introduction to each client or provide such letter to the screener to be handed out to each defendant.
- D. Associated Counsel. All attorneys who provide public defense services under the contract with the City must be acceptable to the City and must be approved in advance by the City to perform public defense services under the City's agreement. No legal interns shall be used unless agreed to in advance by the City.
- E. Attorney Conflict. In the event the Public Defender must withdraw from a case because of a conflict of interest, the matter will be referred to the municipal court judge for a final decision. The City shall retain and pay the cost of conflict counsel upon the judge's determination that the Public Defender can not represent the assigned client.

- F. Twenty-four Hour Telephone Access. The Public Defender shall provide the Black Diamond Police Department the telephone number or numbers at which the Public Defender can be reached for critical stage advice to defendants during the course of police investigations and/or arrests twenty-four (24) hours each day. Public Defender will develop and use a process to obtain translators for contact with persons arrested by the Black Diamond Police Department. It is our understanding that this service is available through the phone company on a 24-hour a day basis. The City shall reimburse the Public Defender for the actual costs of utilizing a translations service under this paragraph, upon submission of an invoice from the translations service, but shall not pay the Public Defender any additional compensation for the twenty-four hour telephone access service.
- G. Next Court Day Preliminary Hearings. Public Defender is required to be available for next court day preliminary hearings. Public Defender can appear by telephone/video conferencing for such hearings.
- H. Arraignments. Under local court rule, a defense attorney must be present at arraignments. The Public Defender shall be responsible for assuring that a defense attorney is present at all arraignments at no additional cost to the City.
- I. Professional Liability Coverage. During the term of the Contract, the Public Defender shall have professional liability coverage in a minimum amount of \$1,000,000 per claim and \$1,000,000 in general aggregate. The successful applicant will be required to provide proof of insurance to the City.
- J. Indemnification. The Public Defender will be required to indemnify, defend and hold the City, its elected officials and employees, agents and volunteers harmless from any and all claims, losses or liability, including all costs and attorney's fees, arising out of the Public Defender's performance of obligations pursuant to the Contract, including claims arising by reason of accident, injury or death caused to persons or property of any kind occurring by the fault or negligence of the Public Defender, his or her associates, agents and employees. To the extent that any of the damages referenced by this paragraph are caused by or resulting from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless will be valid and enforceable only to the extent of the negligence of the Public Defender, its officers, associates, agents and employees.
- K. Expert Witness Fees. The City shall reimburse the Public Defender for reasonable expert witness fees if the court orders an expert witness upon motion of the Public Defender.

- L. Discovery Period. The City shall provide to the Public Defender at no cost to the Public Defender or the 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 rules for discovery. Public Defender will have fax and email available.
- M. Code Provided. The City shall provide the Public Defender with a copy of the City of Black Diamond Municipal Code and any amendments thereto adopted during the term of the Contract.
- N. Assignment or Subcontractors. The contract for public defense services may not be assigned or subcontracted without the prior written consent of the City.
- O. Standards for Public Defense Services. The Public Defender will be required to comply with the standards for public defense services pursuant to Chapter 10.101 RCW. Upon selection, the Public Defender shall submit an affidavit to the City Clerk, stating that the Public Defender is in compliance with such standards.
- P. Readiness. The Public Defender is expected to be prepared to proceed at every stage of the criminal proceedings, unless restricted by circumstances outside of the Public Defender's control. The Public Defender will be expected to make every effort to come to scheduled court hearings and calendars prepared to proceed on all assigned cases.

COMPENSATION

- A. The City and Public Defender will enter into a professional services agreement which will address compensation. Proposals shall clearly set forth fees or fee structure to be charged for services. A flat fee per case proposal is preferred. Regarding caseload, in 2018 the Black Diamond Municipal Court had a caseload of 75 cases assigned to the public defender. This year the caseload assigned has been 95 (through November).
- B. The Public Defender will contract with the City for provision of public defense services as an independent contractor and shall not be entitled to any City benefits or any nature whatsoever.
- C. Payment by the City for the services will be made monthly, within 10 days after the end of the month in which services have been performed. An itemized billing statement shall be submitted in the form specified by the City and approved by the appropriate City representative.