

# City of Kelso Request for Qualifications for Indigent Defense Services

May 19, 2021

## SUMMARY REQUEST

The City of Kelso ("City") is requesting qualifications from attorneys and/or law firms interested in contracting for defense services for indigent defendants appearing to answer criminal charges in Cowlitz County District Court.

In reviewing the cases represented, this contract has represented a range of 600 to 800 annual cases, subject to the caseload limits adopted by the City. The lead firm will be responsible for managing the inflow of cases and assuring appearances at all arraignment calendars and providing 24-hour access to unassigned clients in police custody.

The successful applicant will contract with the City for provisions of public defense services as independent contractors and shall not be entitled to any City benefits. The successful applicant will be responsible for performance of all of the obligations under contract in conformance with the Standards of Indigent Defense (SID), the Rules of Professional Responsibility, and the Washington State Bar Association, as adopted by City of Kelso Resolution No. 14-1123.

The term of the contract will be for twenty-four (24) months, beginning September 1, 2021, and concluding December 31, 2023.

## RFQ SCHEDULE

Requests for Qualifications will be accepted until **5:00 p.m., Friday, June 18, 2021**. *Faxed applications will not be accepted.*

<b>Issue RFQ</b>	May 19, 2021
<b>Deadline for Submittal</b>	June 18, 2021
<b>Interviews</b>	June 25, 2021
<b>Contract Selection</b>	June 30, 2021
<b>City Council Action</b>	July 6, 2021
<b>Anticipated Contract Start</b>	September 1, 2021

## RFQ REQUIREMENTS:

All RFQ's must include the following information:

1. The names, bar number(s) and qualifications of the attorney(s) who will be providing public defense services and their areas of responsibility.
2. Specific experience of the attorney(s) in courts of limited jurisdiction, with emphasis on criminal cases.

3. A proposed outline of the method by which the firm will make public services available. 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.
4. Description of how the attorney(s) and/or firms who will be providing public defense services meet the Bar Association's Standards for Indigent Defense Services.
5. Description of 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.
6. Provide a list of conflict attorneys in the event that the Public Defender has a conflict with representing an individual.
7. Provide an overview of how cases will be tracked and reported to the City of Kelso.
8. Three (3) references, including names, and phone numbers.

**RFQ's must be clearly marked "RFQ-Indigent Defense" and submitted to:**

Jessica Bronstein, Executive/Legal Assistant  
City of Kelso  
PO Box 819  
Kelso, WA 98626  
[jbronstein@kelso.gov](mailto:jbronstein@kelso.gov)

**SELECTION CRITERIA**

1. Reputation and qualifications of the specific individuals to be assigned to act as Public Defender, including ability and history of successfully completing contracts of this type, meeting deadlines, and experience in similar work, with consideration given to references.
2. Responsiveness of the written proposal to the purpose and scope of service.

**TERMS AND CONDITIONS**

1. The City reserves the right to reject any or all applications and to waive minor irregularities in any proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information from any applicant.

3. The City reserves the right to award any contract to the next most qualified applicant if contract negotiations are unsuccessful.
4. 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.** Pursuant to Chapter 10.101 RCW, all indigent criminal defendants must be provided with effective legal representation. The City of Kelso has adopted standards for the provision of public defense services as required by state law. Proposers and the selected contractors should be aware of the potential for adjustment of the standards for the provision of services during the life of the contract. Copies of public defense standards adopted by the City are available upon request from the City Clerk of Kelso. Proposers are alerted that service standards may be adjusted throughout the contract term in order to comply with state law and changes in court rules. The Public Defender will provide legal representation for eligible defendants for critical stages of the criminal proceedings and continue through giving the Notice of Appeal of the District Court's ruling or rulings.

The Public Defender will:

- a) Attend all court hearings required by the Washington Court or Local Court Rules now or hereafter adopted;
  - b) Attend all hearings and trials involving defendants on whose behalf the Public Defender has been appointed; and
  - c) Be available to talk and meet, in person, eligible indigent defendants that may be in jail or at an office location in the City.
- B. **Term.** Public Defender services will commence on September 1, 2021, for a term of twenty-four (24) months; terminating on December 31, 2023.
  - C. **Screening.** Determination of indigency for eligibility for appointed counsel for this contract is determined by Cowlitz County District Court Judges.
  - D. **Reporting.** The Public Defender shall file monthly reports with the City Manager delineating each client who has been appointed to the Public Defender, including name(s), charge(s), cause number(s), disposition, bench or jury trial (as applicable), and whether an appeal was filed. Additionally, the Public Defender shall report on cases handled and hours per case. The report is due on or before the tenth (10<sup>th</sup>) day of the following month for services of the prior month. The report shall be in electronic format, Microsoft Excel.

- E. **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.
- F. **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. Contingent on court appointment, the City shall pay the cost of the conflict counsel. The prohibitions in Rules for Professional Conduct shall apply.
- G. **Twenty-Four Hour Telephone Access.** The Public Defender shall provide the Kelso Police Department the telephone number(s) at which the Public Defender can be reached for critical 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 Kelso Police who do not speak English to assure representation of indigents for 24-hour call services. This service is available only for those individuals who violate Kelso City Code.
- H. **Arraignments.** The Public Defender assigned shall be responsible for assuring that a defense attorney is present at all arraignments.
- I. **Annual Training.** Attorneys who provide indigent defense services under this contract shall attend at least seven (7) hours of training every calendar year that has been approved by the Washington State Office of Public Defense.
- J. **Professional Liability Coverage.** During the term of this Contract, the Public Defender shall have professional liability coverage in a minimum amount of Five Hundred Thousand Dollars (\$500,000) each occurrence with an aggregate of One Million Dollars (\$1,000,000). The successful applicants will be required to provide proof of insurance to the City.
- K. **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 of attorney's fees, arising out of the Public Defender's performance obligations pursuant to the Contract, including claims arising by reason of accident, injury or death caused to person 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.

- L. **Professional Conduct.** The Public Defense Contract is subject to a professional conduct clause.
- M. **Code Provided.** The City shall provide the Public Defender with an electronic link to the City of Kelso Municipal Code.
- N. **Assignment or Subcontractors.** The contract for public defense services may not be assigned or subcontracted without the prior written consent by the City.
- O. **Standards for Public Defense Services.** The Public Defenders will be required to comply with the standards for public defense services and the Standards for Indigent Defense adopted by the City pursuant to Resolution No. 14-1123. Upon selection, each Public Defender shall submit an affidavit to the City Manager stating that the Public Defender is in compliance with such standards.
- P. **Readiness.** The Public Defenders are expected to be prepared to proceed at every stage of the criminal proceedings, unless restricted by circumstances outside the Public Defender's control. The Public Defenders will be expected to make every effort to come to scheduled court hearings and calendars prepared to proceed on all assigned cases.

## **COMPENSATION**

- A. Applicants must submit detailed information on the firm's proposed fee schedule. The fee schedule should spell out any variations for non-routine services.
- B. Payment by the City for the services will only be made after the services have been performed and an itemized billing statement is submitted. Payment shall be made on a monthly basis. All invoices must be received prior to the fifth (5<sup>th</sup>) of each month to insure timely payment.

## **TERMINATION**

- A. The City may terminate its contract with a Public Defender without cause on one hundred twenty (120) days' notice or on sixty (60) days' notice only for violation of the terms of the contract, violation of the Standards for Indigent Defense, the Rules of Professional Conduct (including initiation of disciplinary proceedings by the Washington State Bar Association), or for failure to comply with the City's Standards for Indigent Defense Services. A termination for cause shall be effective immediately where the nature of the cause for termination permits an immediate threat to harm or liability to the City or a Defendant.

- B. The Public Defender will not terminate its contract with the City unless the Public Defender is unable to carry out the terms of the contract. If the Public Defender determines that they are not able to carry out the terms of the contract, they shall provide the City with not less than one hundred twenty (120) days' written notice so that the City may obtain another contractor.