



**CITY OF ANACORTES
REQUEST FOR QUALIFICATIONS
FOR PUBLIC DEFENSE SERVICES**

SUMMARY OF REQUEST.

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

In 2008, 262 cases were assigned to the public defense attorney, with 40 probation hearings assigned; however, the level of activity has significantly increased in 2009, and cases assigned to public defense in 2009 is expected to be roughly 375. The attorney or firm assigned will also be responsible for appearing at all arraignment calendars and providing 24-hour access to unassigned clients in police custody. In the alternative, the City will accept joint applications from attorneys or firms interested in apportioning the caseload (and arraignment calendars) among themselves.

The successful applicants will contract with the City for provision of public defense services as independent contractors and shall not be entitled to any City benefits of any nature whatsoever. The successful applicants will be responsible for performance of all of the obligations under contract in conformance with the Rules of Professional Responsibility and the Washington State Bar Association **Standards for Indigent Defense Services**

[http://www.nacdl.org/public.nsf/defenseupdates/misdemeanor/\\$FILE/WSBA_Indigent.pdf](http://www.nacdl.org/public.nsf/defenseupdates/misdemeanor/$FILE/WSBA_Indigent.pdf)

The term of the contract(s) will be one year, beginning January 1, 2010 and concluding December 31, 2010. Presently, the City's regular court calendar is held on Thursdays. 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 days on the second and fourth Thursdays of the 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.

TIME SCHEDULE. The City will follow the following timetable, which should result in a selection of public defenders by December 7, 2009.

Proposals will be accepted until noon, November 25, 2009.

Issue RFQ October 30, 2009

Publish in newspaper November 4 and 11, 2009

Deadline for Submittal of Proposals noon, November 25, 2009

Contract Award December 7, 2009

SCOPE OF SERVICES - GENERAL DESCRIPTION. Pursuant to Chapter 10.101 RCW, all indigent criminal defendants are entitled to legal representation at public expense. The Public Defenders will provide legal representation for each of these defendants from court appointment or screening through trial, sentencing, post-conviction review and any appeals to Superior Court or Washington Appellate Courts. Such cases include domestic violence cases. The Public Defenders will also provide criminal defense services at in-custody bail hearings, arraignments, and will be available to talk and meet with indigent defendants in the Anacortes Jail and/or the Skagit County Jail in Mount Vernon. The public defender is provided office space for meeting with indigent defendants at the Anacortes Municipal Court.

The RFQ is available on the City's website (www.cityofanacortes.org) or may be obtained from Marcia Hunt, Asst. to the City Clerk, City of Anacortes, 904 6th Street, Anacortes, Washington 98221, (360)293-1900, email: Marciah@cityofanacortes.org

To ensure consideration of your RFQ, response to the RFQ must be received by noon on November 25, 2009. No faxed, email, or telephone applications will be accepted.

**CITY OF ANACORTES
REQUEST FOR QUALIFICATIONS
FOR PUBLIC DEFENSE SERVICES**

I. PURPOSE OF REQUEST. The City of Anacortes ("City") is requesting proposals for the purpose of contracting for public defense services for indigent criminal defendants. The City's needs are outlined in the following Request for Qualifications ("RFQ").

II. TIME SCHEDULE. The City will follow the following timetable, which would result in a selection of a firm by December 7, 2009. Applications will be accepted until noon on November 25, 2009.

Proposals will be accepted until noon, on November 25, 2009.

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III. INSTRUCTIONS TO PROPOSERS.

A. All applications with qualifications should be sent to:

Steve Hoglund
Finance Director/City Clerk
City of Anacortes
PO Box 547
Anacortes, WA 98221

B. Applications must be in a sealed envelope and clearly marked in the lower left-hand corner: "RFQ-Public Defender".

C. All applications must be received by noon on November 25, 2009.

D. Applications should be prepared simply and economically, providing a straight forward, 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 practicable. Use of both sides of paper sheets for any submittals to the City is desirable whenever practicable.

E. The City Clerk or representative will notify the selected attorneys by December 8, 2009.

F. All applications must include the following information:

- The names, bar numbers 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 Anacortes 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.

- How the attorney(s) and/or firms who will be providing public defense services meet the Bar Association's Standards for Indigent 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.
- A monthly base bid, with a proposed budget based on the above outline of tasks, products, and schedules.
- If the Public Defender has a conflict with representing an individual, then the name and cost of a "conflict" attorney.
- References.

IV. SELECTION CRITERIA.

Factor Weight Given

A. 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. 50%

B. Responsiveness of the written proposal to the purpose and scope of service 15%.

C. Competitiveness of fee structure 35%.

Total Criteria Weight 100%

Each proposal will be independently evaluated on factors (a) through (c).

V. 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 does not execute a contract within one week after the applicant has been notified of selection.

D. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFQ.

VI. SCOPE OF SERVICES.

A. General Description. Pursuant to Chapter 10.101 of the RCW, all indigent criminal defendants, determined to be eligible under paragraph C below and charged under ordinances of the City who qualify for appointed counsel, will be referred to the Public Defenders. The Public Defenders will provide legal representation for each of these defendants from court appointment or screening through trial, sentencing, post-conviction review and any appeals to Superior Court or Washington Appellate Courts. Such cases include domestic violence cases as well as any other criminal violations of City code. The selected Public Defenders will also provide criminal defense services at in-custody bail hearings; appear at all arraignment calendars; and will be available to talk and meet with indigent defendants in the Anacortes Holding Cell or Skagit County Jail in Mount Vernon. See paragraph G below. A full caseload is estimated to be 375 cases per year or approximately 31 cases per month. The attorney or firm assigned will also be responsible for appearing at all arraignment calendars and providing 24-hour access to unassigned clients in police custody.

B. Term. Public Defender services will commence on January 1, 2010 for a term of one year; terminating on December 31, 2010.

C. Screening. Determination of indigency for eligibility for appointed counsel for this contract will be determined by an independent screening process established by the City pursuant to RCW 10.101. The City will be responsible for the costs of and handling the screening process.

D. Reporting. The Public Defender shall file monthly reports with the Finance Director/City Clerk delineating each client who has been appointed to the Public Defender, including the name(s), charge(s), cause number(s), disposition, bench or jury trial (as applicable), and whether an appeal was filed. The report shall designate whether the client was appointed by a judge of the court or through the independent screening process. The report is due on or before the tenth (10th) day of the following month for services of the prior month.

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 competent and able to provide legal services to indigents. The City shall pay the cost of conflict counsel. The prohibitions contained in RPC 1.8(j) (1) and (2) shall extend to former clients represented by the City's Public Defender.

G. Twenty-four Hour Telephone Access. The Public Defender shall provide the Anacortes 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 Anacortes Police who do not speak English to assure representation of indigents for 24-hour call service.

H. Arraignments. Under local court rule, a defense attorney must be present at arraignments. The Public Defender assigned 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 One Hundred Thousand Dollars (\$100,000) each occurrence with an aggregate of Three Hundred Thousand Dollars (\$300,000). The successful applicants will be required to provide proof of insurance to the City.

J. Indemnification. The Public Defenders 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. 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.

L. Code Provided. The City shall provide the Public Defender with a copy of the City of Anacortes Municipal Code and any amendments thereto adopted during the term of this Contract.

M. Assignment or Subcontractors. The contract for public defense services may not be assigned or subcontracted without the prior written consent of the City.

N. Standards for Public Defense Services. The Public Defenders will be required to comply with the standards for public defense services adopted by the City pursuant to Chapter 10.101 RCW. A copy of the Standards for Indigent Defense Services is included with this RFQ and available on the City's web-site. Upon selection, each Public Defender shall submit an affidavit to the City Clerk, stating that the Public Defender is in compliance with such standards.

O. Readiness. The Public Defenders are 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 Defenders will be expected to make every effort to come to scheduled court hearings and calendars prepared to proceed on all assigned cases.

VII. COMPENSATION.

A. Please present detailed information on the firm's proposed fee schedule. The fee schedule should include a monthly fixed rate for up to and including fifty (50) cases. Current levels of service have averaged 30-35 cases per month for the past six (6) months. The fee schedule should spell out any variations for non-routine services. Services covered by this RFP that are not explicitly identified as non-routine will be assumed to be included in the basic per case cost. Please provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable and how costs are adjusted, if at all, according to that classification.

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 in the form specified by the City and approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such billing statement.

C. (1) Please indicate quote for base monthly rate. Quote must be specified on a per month basis. Please describe the services for the base price.

(2) Please indicate quote for non-routine services and/or services not included in the base price per case above. Specify quote on a per case basis, if at all possible. Please describe those services which are non-routine and which would be billed on this basis.

VIII. TERMINATION. The City may only terminate the contract with the Public Defender(s) for cause. The Public Defender may only terminate the contract if unable to meet its terms:

A. The City may terminate its contract with a Public Defender for convenience on sixty (60) days notice or on thirty (30) days notice only for violation of the terms of the contract, violation of 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 on' where the nature of the cause for termination presents 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 it is not able to carry out the terms of the contract, it shall provide the City with not less than ninety (90) days' written notice so that the City may obtain another contractor.

IX. PUBLICATION.

Anacortes American: November 4 and November 11, 2009

Skagit Valley Herald: November 4 and November 11, 2009

Skagit County Bar News: November 2009

WSBA web-site: October 30 – November 24, 2009