

Request for Qualifications – Public Defender

Publication date: September 25, 2023

The City of Bainbridge Island (City) is seeking qualifications from attorneys and firms that can provide effective counsel to indigent defendants charged with misdemeanor or gross misdemeanor crimes in City of Bainbridge Island Municipal Court. The City invites interested attorneys or firms with criminal court experience to provide Public Defense Attorney services. The City’s needs are outlined in the following Request for Qualifications (“RFQ”).

The City encourages responses from individuals and firms led by those who identify as women or members of traditionally marginalized communities, or who are or could be certified as Minority Business Enterprise/Women Business Enterprise (MBE/WBE), Disadvantaged Business Enterprise (DBE), or equivalent.

Background

The City of Bainbridge Island is located in the State of Washington, on ancestral territory of the suq̓ʷabš̓ “People of Clear Salt Water” (Suquamish People). Bainbridge Island has an area of 26 square miles, with 52 miles of shoreline, dense forests, mostly suburban development patterns, and an estimated population of 25,000. The entire Island is incorporated as one city. The City of Bainbridge Island is located in Kitsap County.

The City is responsible for providing indigent defense services to persons charged with misdemeanor and gross misdemeanor crimes who meet certain financial eligibility criteria. Bainbridge Island currently contracts with one law firm to provide public defense services. In 2022, 167 cases were assigned to the Public Defender.

Court is scheduled every Tuesday morning from 9 a.m. to 12 p.m. If a defendant is taken into custody, or one that was in custody and bailed out, a non-scheduled hearing will occur the following day at 10:45 a.m. A hearing like this will occur one to three times per month. The City houses incarcerated defendants in the Kitsap County Jail and the Contractor is required to promptly initiate contact with an assigned defendant and to conduct regular visitations in accordance with the Public Defense Standards adopted by the City.

Anticipated Scope of Work

General Description

The successful bidders will provide legal representation in compliance with the City’s Adopted Public Defense Standards. A copy of Resolution 2014-14 is attached as Exhibit A. For a full detail description of Services requested, refer to Attachment “B” of the Professional Services Agreement.

Anticipated Compensation

Base Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor the set fee of \$450 per case assigned with an additional payment of \$300 for each case taken to trial. Additional hourly compensation is provided for post judgment representation, plus actual expenses as explained in the Professional Services Agreement. This compensation amount represents the resources necessary to provide Public Defender services through the Contractor except as provided below.

Payments in Addition to the Base Compensation.

The City shall pay directly to the service provider or Contractor, as appropriate, for the following case expenses when reasonably incurred and approved by the Court or Contract Administrator from funds available for that purpose:

- Discovery
- Pre-authorized expenses
- Lay Witness Fees
- Copying Clients' Files
- Transcripts
- Records
- Process Service

Submittals

Individuals or firms wishing to respond to this Request for Qualifications should provide a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.

Each submittal must include the following components:

- The names and Washington State Bar Numbers of individuals who will be providing public defense services, and their areas of responsibility;
- Specific experience of individuals relative to the qualifications;
- Disclosure of any litigation or judgments rendered against the attorney or firm in any matter relating to professional activities of the attorney or firm, including any pending or founded complaints to the Washington State Bar Association;
- References. At least 1 municipal reference is preferred and you may provide up to 3 references;
- List of any other locations where the attorney serves as a public defender and if they currently maintain a private practice.

Submit your qualifications by **4:00 PM PST on Friday, October 25, 2023**. Submittals are limited to 15 pages, not counting the cover pages. Responses should be sent via email under the subject "Public

Defender” to anebenzahl@bainbridgewa.gov. Submittals must be received by the deadline. Submittals received after the deadline will not be considered.

Email is the preferred method, but responses may also be mailed or dropped off at City Hall (Monday – Friday, from 8:00 AM to 4:00 PM). Print copies should be double-sided, with no cover or binding.

City Hall
280 Madison Ave N
Bainbridge Island, WA 98110
Attention: Adam Nebenzahl, “Public Defender Qualifications”

Evaluation/Selection/Delivery Timeline

- | | |
|-----------------------------|---------------------------------------------------|
| • October 25, 2023 | Deadline to submit |
| • Week of November 6, 2023 | Potential interviews |
| • Week of November 13, 2023 | Date of selection of the most qualified applicant |
| • Week of December 4, 2023 | Contract agreement negotiated and signed |
| • January 1, 2024 | Services underway |

Review and Selection Process

Evaluation will be based on a combination of quantitative and qualitative criteria. The criteria used as a guideline in the evaluation will include, but not be limited to, the following:

- Relevance and strength of qualifications
- Availability to accommodate calendar and other requirements (preference for location in Bainbridge)
- Ability and experience performing services of this type
- Proof of ability to meet required insurance and contractor standards as enclosed
- Attention to detail

Terms and Conditions

Questions regarding this RFQ or the submittal process should be directed to Management Analyst Adam Nebenzahl at <mailto:anebenzahl@bainbridgewa.gov> or 206-780-8597.

Selected applicants will be required to execute a City of Bainbridge Island Professional Services Agreement, obtain a City of Bainbridge Island Business License, and demonstrate compliance with the City’s insurance requirements.

The City reserves the right not to select any of the applicants, and the right to select an individual or firm not from this application process. The City further reserves the right to waive irregularities and informalities in this process. This RFQ does not obligate the City to pay any cost incurred by applicants in

responding to this RFQ. All such costs shall be borne solely by each applicant. Furthermore, this RFQ does not obligate the City to enter into a contract with any applicant responding to this RFQ.

In the event that the City and the most qualified applicant cannot negotiate a mutually agreeable contract for the services specified in this RFQ at a price which the City, at its sole discretion, determines is fair and reasonable, the City reserves the right to terminate negotiations with that applicant and begin negotiations with another applicant or begin a new process to select a consultant to perform the services specified in this RFQ.

Americans with Disabilities Act (ADA) Information

The City of Bainbridge Island in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all its programs and activities. This material can be made available in an alternate format by emailing cityclerk@bainbridgewa.gov or by calling collect 206.842.2545.

Title VI Notice

The City of Bainbridge Island in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Exhibit A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation (“City”), and _____, a Washington State professional limited liability corporation (“Consultant”).

WHEREAS, the City needs professional services to provide defense counsel to indigent defendants as an assigned counsel; and

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment B** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2025, unless sooner terminated for cause by either party as provided below.

B. This Agreement may be terminated by either party without cause. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Consultant hourly, plus actual expenses, in accordance with **Attachment B**

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

D. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

D. The Consultant shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin,

marital status, sex, sexual orientation, age, disability, gender identity, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant shall comply with all federal, state, and local laws, and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. OWNERSHIP OF WORK PRODUCT

To, but only to, the extent consistent with the Consultant's ethical obligations to its client and consistent with maintenance of the attorney client privilege, all data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

8. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

A. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of, or resulting from the negligent or alleged negligent acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

C. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

10. INSURANCE

The Consultant shall maintain the insurance described in **Attachment A**.

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned, or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Bainbridge Island
 280 Madison Avenue North
 Bainbridge Island, WA 98110
 Attention: City Manager

To the Consultant: _____

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

XXX

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Name _____

Blair King, City Manager

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

ATTACHMENT A
INSURANCE REQUIREMENTS

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance [Counsel submitting proposals may propose changes to the requirements set forth in subsections C, and E that provide the City with reasonably adequate liability protection, provide, however, that preference will be given to submittals which comply with the City's standard insurance requirements]

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance [see above—Counsel submitting proposals may propose changes to these requirements]

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit, as applicable.

E. Other Insurance Provision [Counsel submitting proposals may propose changes to these requirements]

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Before commencing work and services, the Consultant shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

ATTACHMENT B
SCOPE OF SERVICES

1. **Scope of Services, Standards and Warranties.** The Contractor will provide indigent defense services in misdemeanor cases in accordance with the Washington State Supreme Court Standards for Indigent Defense as adopted by the City in Resolution 2014-14 as the same exists or is hereafter amended (hereinafter "Standards") and the Wilbur, et al v. Mt. Vernon, et al (hereinafter the "Decision"). The Public Defender individually warrants that he/she has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement.

- 1.1 The Contractor shall certify compliance with the Supreme Court Rule governing case load quarterly with the Bainbridge Island Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Contractor warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.
- 1.2 Contractor will maintain contemporaneous records on a daily basis documenting all work performed on each assigned case. The Contractor will maintain and provide to the City quarterly reports detailing:
 - 1.2.1 the number of cases assigned during the period, to include the number of cases assigned to each attorney, the monthly total and year-to-date total for cases per attorney, the charge(s) filed against each defendant, the total number of cases represented within the Bainbridge Island Municipal Court, and cases in which a defendant hires a private attorney for representation;
 - 1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;
 - 1.2.3 the number of cases in which a motion was brought with the Court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;
 - 1.2.4 the number of cases in which an investigator was utilized;
 - 1.2.5 the number of cases which were set for trial including cases in which the defendant failed to appear;
 - 1.2.6 the number and type of criminal cases handled outside of this contract (including cases assigned by another public entity); and

- 1.2.7 The percentage of the Contractor's practice spent on civil or non-criminal matters, and the year-to-date number of cases outside of this agreement. Each Attorney's caseload limit shall be reduced by the time the Attorney spends representing private clients or defendants that have not been formally appointed pursuant to a finding of indigence pursuant to Office of Public Defender guidelines.
- 1.2.8 On annual basis, the City may request for review a representative number of case files, not to exceed 10% or 1 file, whichever is greater. For each of these files the Contractor will provide evidence to the City Manager Department that the Contractor is in compliance with its duties in compliance with the Decision and/or the Standards.
- 1.3 The Contractor further warrants that the payment reflected in Exhibit "B", Compensation reflects all infrastructure, support, administrative services, to include training, and systems necessary to comply with the Decision and Standards except as provided in Section 3 of this Exhibit. In addition, the City shall pay for investigator services beyond the Base Compensation for investigation services as approved by the court.
- 1.4 The Contractor promises that he/she will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.
- 1.5 Screening to determine eligibility for legal representation at public expense will be provided by the Court. Contractor shall be provided written notice of the name, address, and phone number of each Defendant to whom the Contractor has been appointed as Attorney, together with the charge and cause number within a reasonable time after determination of eligibility. Receipt of written notice shall constitute appointment as Attorney to provide legal service to such appointed Defendants. In addition, The Bainbridge Island Municipal Court Judge may offer direct appointments of defendants in open court.
- 1.6 The Contractor will make Attorneys available to talk and meet with appointed clients in the Kitsap County Jail, or other facility used by the City within thirty (30) miles of the City of Bainbridge Island when it is deemed appropriate by the contractor in the furtherance of the attorney/client relationship.
- 1.7 Legal Counsel provided by the Contractor shall include:
 - 1.7.1 Representation of indigent clients at arraignment based on the schedule determined by the Municipal Court, including counsel to defendants at arraignments and status calendars regardless of whether they have been screened.
 - 1.7.2 Representation of all appointed indigent clients at all Municipal Court proceeding after appointment;
 - 1.7.3 Arrival to all Municipal Court calendars on time and appropriately prepared;
 - 1.7.4 Initiate contact with new indigent clients in a confidential setting whether by phone or in-person within 72 hours of assignment and maintaining the attorney-client relationship

which includes appropriate response to client contact, legal research, investigation, case preparation, witness interviews, legal advisement, preliminary hearings and motions, plea negotiations, trial preparation, and trial or disposition without trial, sentencing recommendations, the filing of a notice of appeal with specific errors noted, designation of record to be transmitted to Superior Court, and motion and orders for finding of indigence and appointment of counsel on appeal, and preparation of all legal documents, all as necessary to ensure competent legal representation of those determined to be indigent. The Public Defender will return client phone calls or other attempts to contact the Public Defender in a prompt and appropriate manner. The Public Defender shall provide the prosecutor and City police department with contact information assuring twenty-four (24) hour a day access for the limited purposes of critical stage representation.

1.7.5 Comply with all applicable public records and records retention laws;

1.7.6 Make Attorneys available to meet in-person with clients in the Kitsap County Jail, or other facility used by the City within thirty (30) miles of the City of Bainbridge Island.

1.7.7 Whenever the Contractor is counsel of record for an individual who is jailed on a City matter, the Contractor shall be available to appear in Court before such individual has been in custody for 24 hours; except that, this does not require the Contractor to be available to appear in Court on Saturdays, Sundays, or City holidays.

1.8 The Contract shall notify the City of any Attorney or intern employed or contracted with by the Contractor. All such Attorneys or interns shall agree to abide by the standards and terms of this Agreement. Any Attorney employed by the Contractor shall have the authority to perform the Services upon approval of the City. The Contractor may employ outside associated council to assist at the Contractor's expense, which shall include the requirement to follow the standards and terms contained in this agreement.

2. **Base Compensation.** Effective January 1, 2023, the City shall pay to the Contractor for services rendered under this Contract the sum of Four Hundred Fifty Dollars per case assigned under this agreement and an additional Three Hundred Dollars for each case taken to trial. 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 shall be counted as one case. A case will be deemed terminated upon entry of judgement or the client's failure to appear. In the event that the court requires post-judgement oversight of the assigned defendant, the Contractor shall continue to represent the Client and shall be compensated by an additional Two Hundred dollar payment for all appearances relating to the original case within one calendar year of entry of Judgment. If future appearances are required beyond one calendar year, an additional Two Hundred Dollar payment shall be made for the following calendar year of appearances. This compensation amount represents the resources necessary to provide Public Defender services through the undersigned Contractor as supplemented in Section 3 below, along with all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, research, secretarial and office supplies. The parties believe that they have provided sufficient capacity through this contract to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision as identified herein. Except as expressly provided in Section 3, below, the cost of

all infrastructure, administrative support, and systems, as well as standard overhead services necessary to comply with the established standards, are included in the base payment provided in Section I above.

3. Payments in Addition to the Base Compensation. The City shall pay directly to the service provider or Contractor, as appropriate, for the following case expenses when reasonably incurred and approved by the Court or Contract Administrator from funds available for that purpose:

3.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor.

3.2 Preauthorized Expenses. Case expenses may be requested by the Contractor and preauthorized by order of the Court. The additional amount will be paid to the Contractor as the City is billed for these services. Unless the services are performed by Contractor's staff or subcontractors, such expenses include, but are not limited to:

3.2.1 investigation expenses;

3.2.2 medical and psychiatric evaluations;

3.2.3 expert witness fees and expenses;

3.2.4 polygraph forensic and other scientific tests;

3.2.5 unusually extensive computerized legal research; and

3.2.6 any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Contractor may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

3.3 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

3.4 Copying Clients ' Files. The cost, if it exceeds \$15 of providing one copy of a client 's or former client' s case file upon client ' s or client 's appellate, post-conviction relief or habeas corpus attorney ' s request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

3.5 Transcripts. Copies of direct appeal transcripts for representation in post-conviction relief cases. The cost, if it exceeds \$15 of making copies of direct appeal transcripts for representation in post-conviction relief cases. Contractor is limited to no more than two copies;

3.6 Records. To the extent such materials are not provided through discovery, medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings

and logs, when the cost of an individual item does not exceed \$50; and

3.7 Process Service. The normal, reasonable cost for the service of a Subpoena.

4. Renegotiation Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar, or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or resolution. If any aspect or language in the contract is in conflict with The Supreme Court Standard for Indigent Defense Services, the Standards shall prevail. The cost of providing service may be renegotiated if the Standards significantly increase the obligations of the Contractor.

EXHIBIT "C"

Insurance Certificate