

RESOLUTION NO. 1309

A RESOLUTION of the City of Camas, Washington Adopting Standards for the Delivery of Public Defender Services pursuant to RCW 10.101.030.

WHEREAS, RCW 10.101.030 requires the City of Camas (“City”) to adopt standards for the delivery of Public Defense Services; and

WHEREAS, the Washington State Bar Association has promulgated standards which state the objective of the promulgated standards as:

The objective 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 upon the particular actions that must be taken in a case to assure that the client receives the best representation possible;

WHEREAS, the Washington Supreme Court by Order No. 25700-A-1004, as amended, has adopted new standards for indigent defense and a certificate of compliance; and

WHEREAS, such standards became effective October 1, 2012; and

WHEREAS, Standard 3.4 relating to case load limits and methodology will become effective on January 1, 2015;

WHEREAS, these standards are adopted in order to comply with the requirements of Washington Statute and the rules established by the Washington State Supreme Court. The provisions of these standards shall be broadly and liberally construed to achieve their stated purpose, which is to provide standards which afford “quality representation” in the provision of public defense to indigent criminal defendants. “Quality representation” describes the minimum level of attention, care and skill that Washington citizens would expect of their State’s criminal justice system. The standards may be amended from time to time to reflect changes in the rules established by the Washington State Supreme Court, guidance offered by the Washington State Bar Association, or

interpretations of the rules and standards by the Washington Courts.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS  
AS FOLLOWS:

## **Section I**

### **Duties and Responsibilities**

1.1 Public defense services shall be provided to all clients in a professional, skilled manner consistent with the minimum standards set forth by the American Bar Association, the Washington State Bar Association, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the interests of the client.

1.2 Public Defense shall be provided to indigent clients whose eligibility has been determined by Court Appointment.

1.3 All Public Defenders providing services by contract shall quarterly certify their compliance with the standards of indigent defense by filing a Certification of Compliance as required by CrR 3.1, CrRLJ 3.1, and JuCR 9.2. Such forms shall be filed with the Camas Municipal Court. The Camas Municipal Court Clerk shall maintain the Certifications and produce them for review by the public upon request.

1.4 Non-Discrimination. The Public Defender shall comply with all federal, state and local non-discrimination laws or ordinances. The duty of non-discrimination relates not only to the provision of services by the Public Defender to the clients, but also with respect to the hiring and employment practices of the Public Defender Contractor.

## **Section II**

### **Qualifications and Training**

2.1 Every Public Defender performing services under contract with the City shall satisfy the minimum requirements for practicing law in the State of Washington as determined by the Washington State Supreme Court and possess a license to practice law in the State. Interns may assist in the provision of services so long as such interns comply with APR 9, and are trained and supervised by contract Public Defenders.

2.2 Public Defenders and interns performing services under contract shall:

2.2.1 be familiar with the statutes, court rules, constitutional provisions, and case law relevant to the practice area; and

2.2.2 be familiar with the Washington Rules of Professional Conduct (WRPC); and

2.2.3 be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association; and

2.2.4 be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based upon a criminal conviction; and

2.2.5 be familiar with the mental health issues and be able to identify the need to obtain expert services; and

2.2.6 complete seven (7) hours of continuing legal education within each calendar year and courses related to public defense practice.

2.3 The City Attorney, City Prosecutor, Chief of Police and law enforcement personnel may not participate in the selection process leading to the recommendation of a contract for Public Defense Services.

### **Section III**

#### **Administration, Support Services And Infrastructure**

3.1 Contracts for services and proposals submitted in pursuit of such contracts shall provide for or include adequate administrative support, including but not limited to:

3.1.1 Travel, telephones, law library and/or electronic research capabilities, financial accounting, case management systems, computers, word processing equipment and software, office space, and supplies. Proposals for contracts shall be evaluated to address the training of attorneys and staff and provide for adequate staffing and other costs associated with the day to day management of a law office.

3.1.2 Private offices and/or conference rooms shall be available which allow the maintenance of confidentiality during attorney-client meetings. A telephone system, internet access and postal address shall be provided by Public Defender.

3.2 Contracts for and proposals to contract shall provide for adequate staffing. An adequate staff includes provision for legal assistance, regular client contact, accounting services, case management services and/or programs, and access, when needed, to the services of a social worker, mental health professional and translating services.

### **Section IV**

#### **Evaluation and Monitoring**

4.1 Contracts for and proposals to contract with the City for Public Defense Services shall include provision for case reporting systems and information management systems. Such systems shall have the capability to provide monthly reports to the City and to the Office of Court Administration regarding the caseloads generated under the contract for each attorney providing

services under the contract.

4.2 Complaints.

4.2.1 The City Administrator shall designate a contact point for complaints regarding the provision of services by the Public Defender.

4.2.2 Public Defender Service Providers shall first be afforded an opportunity to resolve any complaint.

4.2.3 Complaints regarding the provision of services under the contract, or regarding a violation of any of these standards shall be investigated by the City Administrator or designee provided, however, that any complaint regarding trial strategy or any other matter which could breach confidentiality shall be referred to the Washington State Bar Association or the presiding judge of the Camas Municipal Court. Nothing in this section or in the standards should be interpreted to require the Public Defender or any indigent defendant to breach any duty of confidentiality, including, but not limited to, trial strategy.

## **Section V**

### **Caseload Limits**

5.1 The caseload of the Public Defender shall consist of misdemeanors, gross misdemeanors, and probation violations. A case is defined as a filing of a document with the Court naming a person as a defendant or respondent, to which an attorney is appointed in order to provide representation, however, citations from the same incident may be counted as one case.

5.2 No Public Defender performing services by contract shall exceed four hundred (400) cases in any calendar period. Contracts for Services shall prohibit the Public Defender from performing services under any other similar contract which, taken in conjunction with the services to be performed under the contract, would exceed the case count in any calendar year. The case count

for a Public Defender who maintains a private practice shall be adjusted to reflect the relative percentage which criminal defense relates to the Public Defender's total practice. For example, an attorney whose practice consists of fifty percent (50%) services provided under contract to the City (adjusted for any other Public Defense Services performed for another entity) and fifty percent (50%) private practice, the total case count for such an attorney shall not exceed two hundred (200) cases.

5.2 The request for qualification process for selection of a Public Defender and Public Defender Counsel shall strive to obtain a Public Defender whose experience and training is sufficient to comport with the caseload assumptions and credits assigned.

5.3 The standards provided herein for caseloads may be adjusted up or down depending upon the complexity of any particular case. A Public Defender may request in writing to have the weighting for an unusually complex case not addressed adequately by these standards may be increased depending upon the complexity and requirements of the case, and such adjustment shall not be unreasonably refused by the City. The maximum caseload for a particular attorney shall be adjusted downward when the mix of case assignments becomes weighted toward an unanticipated number of more serious offenses or case types that demand more investigation, legal research and writing, use of experts, and/or social workers or other expenditure of time and resources.

5.4 If the Public Defender or assigned counsel is carrying a caseload consisting of cases performed under contract with the City, as well as other criminal cases from other jurisdictions, including a mixed caseload of felonies and misdemeanors, these standards shall be adjusted proportionally to determine a full caseload. If the contract or assigned counsel also maintains a private law practice, the caseload shall be based upon the percentage of time that the lawyer devotes to public defense with the City.

5.5 The quarterly reports to be provided by the Public Defender shall identify the number of cases assigned, the case count year-to-date, and the cases which the Public Defender has been assigned a higher case count.

## **Section VI**

### **Compensation**

The City of Camas is a public agency whose revenues and resources are limited by statute, the constitution, and our local economy. The City has an obligation to obtain the quality representation to indigent defendants at a reasonable price that takes into consideration the resources of the City, and the needs of its citizens. Within those inherent limitations, the Public Defense Services afforded by contract shall ensure that public defense attorneys and staff are compensated at a rate commensurate with their training and experience. For conflict and other assigned counsel, reasonable compensation shall also be provided. In each case compensation shall reflect the time and labor required to be spent by the attorney and the degree of professional experience demanded by the assigned caseload.

6.1 Attorneys with a conflict of interest shall not be required to compensate the new, substituted attorney under the contract.

6.2 Among the reasonable expenses to be covered by the contract shall include expert witnesses, investigative costs, and the administrative overhead costs of paraprofessionals, including, as needed, mental health professionals, social workers, and translators.

6.3 The City's contract with conflict counsel may provide for payment by voucher. Conflict Counsel may be paid by the case upon completion or as otherwise agreed.

## **Section VII**

### **Experts, Investigation, and Other Costs**

7.1 Public defense contracts shall provide reasonable compensation for an expert of the

Public Defender's choosing. No appointment shall be required from a pre-approved list designated by the City Attorney, the City Prosecutor, or other City officials.

7.2 The services of expert witnesses will be provided under contract when approved by the Court. The expert shall have appropriate train and experience to qualify as an expert. The expert may be paid directly by the City as required.

7.3 Investigative services shall be employed as appropriate. The investigator shall have appropriate training and experience in the area of criminal defense and investigations relating to criminal matters. The City shall reimburse agreed investigative fees upon proper approval and vouchering.

7.4 In addition to basic compensation, the City may agree to compensate Attorneys additionally for jury trials.

## **Section VIII**

### **Termination and Removal**

8.1 Termination of a contract prior to its express terms, shall occur only for "good cause." Good cause shall include the failure of the contract Public Defender to render adequate representation to client, the willful disregard of the rights and best interests of the client, and the willful disregard of these standards. Termination may also occur for violation of the express terms of the contract, and the standards, provided, however, that the Public Defender shall be provided reasonable opportunity, following notice, to cure any technical contract violations that do not impair the provision of quality representation to the indigent client.

8.2 Removal by the court of counsel from representation normally should not occur over the objection of the attorney and the client.



## Section IX

### Substitution Conflict Counsel and Specialty Courts

9.1 The selection process for a Public Defender shall be by review of names and experience levels of the attorneys who will actually provide services, to ensure that they meet minimum qualifications. The contract shall prohibit sub-contracting without the express written consent of the City. The City will endeavor to contract directly with the service providers.

9.2 In the event of conflict or removal of the Public Defender, Conflict Counsel shall be available, either through contract with Conflict Counsel or by court appointment. In the event that alternative or Conflict Counsel is required to be assigned, the Public Defender shall bear no part of the costs associated with the appointment. The contract should address the procedures for continuing representation of clients upon conclusion of the agreement.

9.3 Conflict Counsel shall adhere to the standards established by this Resolution. Including but not limited to, and evaluation of the overall case count annually by Conflict Counsel under the procedures set forth in this agreement.

9.4 Conflict Counsel may be assigned by the Camas Municipal Court upon the request of the Public Defender, or pursuant to a separate contract.

9.5 Pursuant to separate agreements, the City may arrange for representation of indigent defendants in specialty court, such as drug court, mental health court and veterans court by Public Defenders adhering to the standards herein.

ADOPTED by the Council of the City of Camas and approved by the Mayor this 20<sup>th</sup> day of October, 2014.

SIGNED: \_\_\_\_\_

  
Mayor

ATTEST: Peter Casper  
Clerk

APPROVED as to form:

[Signature]  
City Attorney