



RESOLUTION NO. 39076

1 A RESOLUTION relating to provision of public defense standards; adopting
2 Indigent Defense Services for the City of Tacoma.

3 WHEREAS Section 10.101.030 of the Revised Code of Washington
4 requires cities operating a court to adopt standards for the delivery of public
5 defense services, and

6 WHEREAS the City contracts with the Pierce County Department of
7 Assigned Counsel to provide services to defendants appearing in the Tacoma
8 Municipal Court; Now, Therefore,

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10 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

11 That the City of Tacoma hereby adopts the following standards for the
12 provision of Public Defense Services:

13 1. Duties and Responsibilities.

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15 1.1 Public Defense Services shall be provided to all clients in a
16 professional, skilled manner consistent with the minimum standards set forth by
17 the American Bar Association, the Washington State Bar Association, the Rules
18 of Professional Conduct, case law, and applicable court rules defining the duties
19 of counsel and the rights of defendants in criminal cases. The Public Defender's
20 primary and most fundamental responsibility is to promote and protect the
21 interests of the client.

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23 1.2 Public Defense shall be provided to indigent clients whose
24 eligibility has been determined through an established screening process.
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1.3 All Public Defenders providing services by contract shall quarterly certify their compliance with the standards for 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 Tacoma Municipal Court. Copies of each Public Defender's certification shall be available to the City on request.

1.4 Non-Discrimination. The Public Defender shall comply with all federal, state, and local non-discrimination laws or ordinance. 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.

2. Administration, Support Services, and Infrastructure.

2.1 Contracts for services and proposal submitted in pursuit of such contracts shall require the Public Defender to provide for or include adequate administrative support, including, but not limited to:

2.1.1 Travel, telephones, law library and/or electronic research capabilities, financial accounting, case management systems, computers, word processing equipment and software, office space, and supplies. Proposal for contracts shall be evaluated to address the training of attorneys and staff (see Section 2 above) and provide for adequate staffing and other costs associated with the day-to-day management of a law office.

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



1 2.2 The Public Defender shall provide for adequate staffing
2 under the contract. An adequate staff includes provisions for investigative
3 services; legal assistance; accounting services; case management services
4 and/or programs; and access, when needed, to the services of a social worker,
5 mental health professional, and translating services.

6 3. Evaluation and Monitoring. Public Defense Services shall include a
7 case reporting system and information management system. Such systems shall
8 have the capability to provide periodic reports to the City regarding the caseloads
9 generated under the contract for each attorney and intern providing services
10 under the contract, case disposition, and history. Services shall also include a
11 complaint process for indigent defendants.
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13 4. Caseload Limits. The Public Defender shall comply with all
14 caseload limitations imposed pursuant to the rules and adopted standards of the
15 Washington State Supreme Court, and abide by the Department's Case
16 Weighting Policy for purposes of certifying compliance with these Standards.
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18 5. Compensation. The Public Defender shall warrant that the
19 compensation provided is adequate to provide for the training, administrative and
20 staff services, and infrastructure required by these Standards, court rules, and
21 the state and federal constitutions.
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23 6. Termination and Removal.

24 6.1 Termination of the contract shall occur only for "good cause."
25 Good cause shall include the failure of the contract Public Defender to render
26 adequate representation to clients, the willful disregard of the rights and best



1 interests of the client, and the willful disregard of these Standards. Termination
2 may also occur for violation of the express terms of the contract, provided,
3 however, that the Public Defender shall be provided reasonable opportunity,
4 following notice, to cure any technical contract violations that do not impair the
5 provision of quality representation to the indigent client.

6 6.2 Removal by the court of counsel from representation
7 normally should not occur over the objection of the attorney and the client.

8 7. Subcontractors, Substitution, and Conflict Counsel.

9 7.1 In the event of conflict or removal of the Public Defender,
10 Conflict Counsel shall be available, either through a joint contract with the Public
11 Defender and Conflict Counsel, by separate contract with Conflict Counsel, or by
12 court appointment. In the event that alternative or Conflict Counsel is required to
13 be assigned, the Public Defender shall bear no part of the costs associated with
14 the appointment of an alternative or Conflict Counsel. The contract should
15 address the procedures for continuing representation of clients upon conclusion
16 of the agreement.
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19 7.2 Conflict Counsel shall adhere to the standards established
20 by this resolution, including, but not limited to, an evaluation of the overall case
21 count annually by Conflict Counsel under the procedures set forth in this
22 agreement.
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24 8. Update and Evaluation. As the rules established by the
25 Washington State Supreme Court are applied and interpreted by the courts, and
26 when appropriate, the Washington State Bar Association and other



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administrative agencies, the City states its intent to review and modify these standards.

9. Effective Date. The provisions of this resolution shall be effective upon adoption, except as expressly provided herein.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney