

CITY OF SEASIDE  
989 Broadway Street  
Seaside, Oregon 97138

## REQUEST FOR PROPOSAL QUALIFIED PUBLIC DEFENDER

Sealed proposals for the proposed selection of a qualified Public Defender will be received by Kim Jordan, Administrative Assistant, City of Seaside 989 Broadway Street, Seaside, Oregon 97138, until 1:00 PM, local time, Thursday, May 18, 2017.

As soon thereafter as possible, the proposals will be opened publicly.

### DESCRIPTION:

The City of Seaside requires the services of a Public Defender to represent indigent defendants with cases before the Municipal Court of the City of Seaside. The term of the contract will be for one (1) year.

The Request for Proposal packet may be obtained from City Hall, 989 Broadway Street, Seaside, Oregon 97138, or from our website at: [www.cityofseaside.us](http://www.cityofseaside.us)

The City of Seaside may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100.

Proposals received after the deadline will not be considered. No FAXED, EMAILED, or TELEPHONE PROPOSALS will be accepted.

The City of Seaside programs, services and activities are open to all persons without regard to race, sex, age, handicap, religion, ethnic background, sexual orientation, or national origin.

City of Seaside  
Request for Proposal  
Public Defender

I. Introduction

City of Seaside is accepting proposals from qualified law firms or individual attorneys to provide Public Defender services on a contractual basis in the Seaside Municipal Court. Contract services are estimated to commence on July 1, 2017.

II. Time Schedule

City of Seaside will follow the timetable below, which should result in a selection of an attorney by approximately July 1, 2017. Proposals will be accepted from May 3<sup>rd</sup> to May 18<sup>th</sup> 2017.

Event	Time	Date
Issue of RFP		May 3, 2017
Proposal Responses Due	1PM	May 18, 2017
Approval City Council	7PM	June 12, 2017
Anticipated Effective Date of Contract		July 1, 2017

III. Minimum Experience/Qualifications

1. Each attorney who is proposed to perform services pursuant to this RFP must be a member in good standing with the Oregon State Bar Association
2. Public Defender may retain the assistance of other qualified attorneys in his or her firm. At all times, the designated Public Defender will supervise attorneys working under this Proposal to ensure that defendants charged in the Seaside Municipal Court receive competent legal representation.
3. The Public Defender and any other attorneys performing services under this agreement shall:
  - a) Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to criminal law;
  - b) Be familiar with the collateral consequences of a conviction, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction;
  - c) Be familiar with mental health issues and be able to identify the need to obtain expert services; and
  - d) Complete a minimum of five (5) hours of continuing legal education within each calendar year in courses relating to their public defense practice.

IV. Scope of Services

The attorney awarded the contract shall be designated Public Defender for the City of Seaside. The Public Defender, will be appointed to represent all defendants who are appointed to be legal counsel by the Seaside Municipal Court.

Representation as the City's Public Defender shall include but not be limited to:

1. Attending all scheduled court appearances. In the event of vacation or illness Public Defender is responsible for arranging coverage by another qualified attorney.
2. Acting as counsel available to all defendants at arraignments and in custody bail hearings on scheduled court days. Presently, Seaside Municipal Court session for the Public Defender is every other Monday from 2:30 pm to 3:30 pm. However, Public Defender will have to make appearances at other times whenever noticed by the Court.
3. Representation of appointed cases at pre-trial hearings, trials, sentencing, post-disposition proceedings, and any appeals to the circuit court
4. The Public Defender shall consult with defendants prior to pretrial hearings. Appointment as the City's Public Defender may require meetings with defendants at the Public Defender's office. Failure to consult with defendants prior to pretrial shall only be excused for good cause.
5. Pursuant to Seaside Rules of Criminal Procedure, Public Defender services may include providing legal representation to persons in other Courts at other times. The City's Public Defender shall provide the City of Seaside a contact telephone number that is available during business hours to provide legal representation, in an emergency.
6. When a defendant exercises his or her right to trial, the City's Public Defender shall diligently prepare for trial and ensure that the defendant receives adequate representation. Preparation for trial shall include but not be limited to: interviewing witnesses identified by the City Prosecutor, interviewing witnesses identified by the defendant, review of police reports and evidence, research legal issues, preparing a witness list on behalf of the defendant, and consultation with the defendant.
7. If a defendant represented by the City's Public Defender elects to appeal a conviction to the Circuit Court. The Public Defender is responsible for timely filing a Notice of Appeal from the Seaside Municipal Court and providing all legal services associated with the appeal should the Circuit Court find that the defendant is still eligible for appointment of a public defender.
8. Services do not extend to forfeiture hearings or hearings with any Department of Licensing.

## V. COMPENSATION

1. Please provide compensation schedules based on a flat annual fee of 75 cases each year. No additional fees, costs, or any other reimbursable expenses will be allowed.
2. Payment by the City for the services will only be made after the services have been performed, 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, thirty (30) days after receipt of such billing statement.

VI. Proposal Deadline and Submittal Instructions:

All proposals and/or questions should be directed to:

City of Seaside - Jennifer Schermerhorn  
989 Broadway  
Seaside, OR 97138  
(503) 738-5511

All proposals must be in a sealed envelope and clearly marked: "Public Defender Services Proposal."

All proposals must be received by Thursday, May 18, 2017, 1:00 PM, No Faxed, emailed, or telephone proposals will be accepted.

The information requested below is a requirement for submitting a complete proposal. At the sole option of the City, incomplete proposals may not be considered.

1. Description of your law firm/individual attorney overall practice area(s) and the services the firm/individual attorney is capable of providing, including an explanation of how these services will best meet the City's needs. Please also include a description of related criminal law experience with agencies similar in size to Seaside.
2. Identification of the attorney(s) proposed to act as the designated Public Defender. Include a clear and detailed description of how each proposed attorney meets the minimum experience/qualification identified in this RFP.
3. A list of at least three (3) references capable of speaking to the reputation and qualification of the law firm/individual attorney.
4. Disclosure of any litigation or judgments rendered against the law firm/individual attorney in any matter relating to professional activities of the firm/individual attorney, including any pending or founded complaints to the Seaside State Bar Association.
5. Description of how the law firm/individual attorney handles conflict checks; description of how the law firm/individual attorney proposes to handle conflicts that may arise in performance of this Agreement.
6. 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 the indigent. The cost of conflict counsel shall be the sole responsibility and compensation by the public defender.
7. Responses to RFP must include a signed statement as follows signed by an authorized officer of the firm/individual attorney:

I/We have reviewed all documents presented as part of the City's RFP for Public Defender Services, which include the advertisement for the RFP and the RFP. The undersigned proposes to perform all work in compliance with these documents as well as in compliance with all submitted proposal information. The undersigned further warrants that adequate staff services and facilities will be established to enable the effective provision of legal services

8. Professional Liability Coverage. During the term of the Contract, Contract terms shall require the Public Defender to provide Professional Liability Insurance of a minimum of one million dollars (\$1,000,000), in a for acceptable to the City; or alternatively, if the proposer is a public agency, shall provide proof of self-insurance with terms acceptable to the City. Written proof of the insurance policy for calendar year 2017 shall be filed with the City at the inception of this Contract, no later than January 1, and proceeding each succeeding year of the Contract. The Public Defender shall provide the City with proof of insurance for "tail coverage" no later than January 1, 2017. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract. The Liability Insurance provided to the City shall be primary to Liability Insurance of each respective City and shall list the City as an additional insured. Without proof of coverage, no payment will be made to the Public Defender until such proof of insurance has been received by City.
  
9. The following table shows the total number of (violation and criminal) cases filed in Seaside Municipal Court:

Year	# Filed
2013	1,545
2014	1,278
2015	1,133

#### VII. Selection Criteria

Selection criteria will be based on the ability of the law firm/individual attorney to perform the duties as described above.

#### VIII. General Terms and Conditions

The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

The City reserves the right to request clarification of information submitted, and to request additional information from any proposer. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days, to provide to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City's administration, whichever occurs first.

IX. Non-Collusion Affidavit Certificate

State of Oregon )  
County of Clatsop )

The undersigned, being duly sworn, deposes and say that the person, firm, association, co-partnership, or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to City of Seaside for consideration in the award of a contract on the improvement described as follows:

City of Seaside Public Defender Services

Institution Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Sworn before me, this \_\_\_\_\_ day of, \_\_\_\_\_ 2017.

Notary Public  
In and for the State of Oregon