

**ORDINANCE NO. 1118**

**AN ORDINANCE ADOPTING PUBLIC DEFENSE STANDARDS.**

**WHEREAS**, Section 10.101.030 of the Revised Code of Washington requires cities to adopt standards for the delivery of public defense services; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE DO ORDAIN AS FOLLOWS:**

The City of College Place hereby adopts the following standards for the provision of Public Defense Services:

**Section 1. 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 through an established screening process.

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 CrRLJ 3.1. Such forms shall be filed with the Walla Walla County District Court. Copies of each Public Defender's certification shall be provided to the City Administrator at the same time the certifications are filed with the Court.

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 2. Administration, Support Services and Infrastructure.**

2.1 Contracts for services and proposals 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. Proposals 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.

2.2 The Public Defender shall provide for adequate staffing under the contract. An adequate staff includes the provision for investigative services, legal assistance, accounting services, case management services and/or programs and access, when needed, to the services of a social worker, mental health professional and translator.

**Section 3. Evaluation and Monitoring.** Public Defense Services shall include a case reporting system and information management system. Such systems shall have the capability to provide periodic reports to the City regarding the caseloads generated under the contract for each attorney and intern providing services under the contract, case disposition and history.

**Section 4. Caseload Limits.** The Public Defender shall comply with all caseload limitations imposed pursuant to the Court Rules and adopted Standards of the Washington State Supreme Court.

**Section 5. Compensation.** The Public Defender shall warrant that the compensation provided is sufficient to provide adequately for the training, administrative and staff services, and infrastructure required by these Standards, Court Rule and the State and Federal Constitution.

**Section 6. Termination and Removal.**

6.1 Termination of the contract shall occur only for "good cause." Good cause shall include the failure of the contract Public Defender to render adequate representation to clients, the willful disregard of the rights and best interests of the client, and the willful disregard of the these Standards. Termination may also occur for violation of the express terms of the contract, 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.

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

**Section 7. Subcontractors, Substitution, and Conflict Counsel.**

7.1 In the event of conflict or removal of the Public Defender, Conflict Counsel shall be available, either through a joint contract with the Public Defender and Conflict Counsel, by separate 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 of an alternative or Conflict Counsel. The contract should address the procedures for continuing representation of clients upon conclusion of the agreement.


7.2 Conflict Counsel shall adhere to the standards established by this Ordinance, including but not limited to, an evaluation of the overall case count annually by Conflict Counsel under the procedures set forth in this agreement.

**Section 8. Update and Evaluation.** As the rules established by the Washington State Supreme Court are applied and interpreted by the courts and, when appropriate, the Bar Association and other administrative agencies, the City states its intent to review and modify these standards.


**Section 9. Severability.** If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section 10. Effective date.** This ordinance shall take effect and be in full force five (5) days after its passage and publication as provided by law.

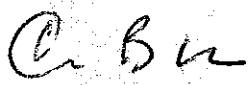
PASSED by the City Council of the City of College Place, Washington, this 12<sup>th</sup> day of January, 2015.

  
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William Jenkins, Mayor Pro-tem

Attest:

  
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Sarah Killgore, Clerk

Approved as to form:

  
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Charles B. Phillips, Attorney