



REQUEST FOR PROPOSALS FOR PUBLIC DEFENSE SERVICES

I. INTRODUCTION

The City of Fircrest ("City"), Washington, is requesting proposals from qualified attorneys, private law firms, nonprofit entities, and public agencies to provide public defense services for indigent criminal defendants appearing to answer criminal charges in Fircrest and Ruston Municipal Court. The City also expects to engage conflict counsel for a limited number of cases.

II. SCOPE OF SERVICES AND COMPENSATION

A. Scope of Services

The selected attorney(s) or firm(s) shall provide full legal representation for assigned indigent defendants at all stages of criminal proceedings, including but not limited to arraignment, pretrial hearings, motions, trials, sentencing, review hearings, probation reviews, and appeals through the point of filing.

Services include:

- Meeting with clients in custody or out of custody.
- Interviewing clients and potential witnesses.
- Conducting legal research, preparation, and filing of pleadings.
- Negotiating with prosecutors or other agencies.
- Preparing for and appearing at all court hearings.
- Complying with all applicable professional standards and the Washington Supreme Court's Standards for Indigent Defense.

Public defenders must be available for consultation with clients held in the Pierce County Jail and/or the Puyallup Jail.

Expected Court Schedule:

- **Fircrest Municipal Court:** Every Wednesday, from approximately 8:00 a.m. to 12:00 p.m.
- **Ruston Municipal Court:** 1st, 3rd, and 5th Thursday mornings of each month.
- **In-Custody Arraignments:** Monday mornings, as needed.
- **Jury Trials:** 2nd and 4th Thursdays, as scheduled.

According to 2024 Washington Courts caseload statistics, available at <https://www.courts.wa.gov/caseload/>, approximately 301 criminal cases were filed for Fircrest and 112 for Ruston, the majority involving charges of Driving While License Suspended in the Third Degree (DWLS 3).

B. Compensation

The City is proposing a monthly compensation of up to \$6,500 to perform the public defender services listed herein and comply with all terms and conditions listed herein and in the attached draft Contract. The City is open to alternative fee proposals. Proposers must provide detailed information regarding the proposed fee schedule and structure, including any variations for non-routine services. Compensation proposals may include a monthly or annual fee, a per-case fee, or other structure deemed appropriate by the proposer.

The proposed compensation shall include all attorney fees, overhead, paralegal support, administrative costs, supplies, mileage, postage, telephone charges, and other ordinary expenses. Services not referenced in this RFP or the attached draft Contract that are not explicitly identified as non-routine will be assumed to be included in the basic fee. Expert witness and investigative services authorized by the court will be paid directly to the provider and reimbursed to the public defender.

If a per-case structure is proposed, payment by the City will be made only after the services have been completed (judgment and sentence or dismissal). Monthly itemized billing must follow City-approved formats and timelines, in accordance with the City's accounts payable procedures.

C. Term

Public defense services will commence **upon contract approval** for an initial term of two (2) years, terminating on **December 31, 2027**, with the option to extend by mutual agreement of the parties for an additional period. Award of a Contract does not guarantee future extensions.

The final Contract resulting from the acceptance of the proposal shall be substantially similar to the draft attached to this RFP, though the City reserves the right to make revisions. Any proposed amendments to the draft Contract should be clearly identified in the proposal submitted. The City reserves the right to reject any proposed contract changes that do not conform to the specifications contained in the RFP or that fail to provide a level of service sufficient to meet the adopted standards.

D. Independent Contractor Status

The public defender is considered an independent contractor who shall at all times perform the criminal defense duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an employee of the City. The contract public defender will not be eligible for any employee benefits.

III. INSTRUCTIONS TO PROPOSERS

A. Submission

Proposals must be received by **5:00 p.m., Friday, November 14, 2025**, and submitted to:

City of Fircrest
Attn: City Manager, Dawn Masko
115 Ramsdell Street
Fircrest, WA 98466
dmasko@cityoffircrest.net

B. Format

Proposals may be submitted electronically as a single PDF file attachment to an email with the subject line “RFP – Public Defender.” Mailed or hand-delivered proposals must be sealed and clearly labeled “RFP – Public Defender.” If submitted in hard copy, then an original and four (4) copies of the proposal must be provided. Telephone or faxed proposals will not be accepted.

C. Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer’s capability to perform the required services. Emphasis should be on completeness and clarity of content. Use of both sides of paper for any submittals to the City is desirable whenever practicable.

IV. REQUIRED PROPOSAL CONTENT

All proposals must include the following information:

A. Attorney/Firm Information:

1. The name of each individual attorney who is proposed to provide public defense services and their areas of responsibility.
2. A resume for each attorney who will provide legal services or supervise the provision of legal services by others, detailing the attorney’s specific experience in criminal defense.
3. Detailed information about each individual attorney’s experience in providing public defense service, including the types of cases in which the attorney has represented indigent clients.
4. Detailed information about the firm, including how long it has been in existence and how many years it has practiced criminal defense.
5. Disclosure of any employee of the firm who has or could reasonably be anticipated to have any conflict of interest with the City, and if so, how that conflict will be addressed.
6. Where the office is physically located, what the business hours of the office are, and where each attorney plans to meet with clients in person if needed.
7. A reference list of at least three people and/or entities who can be contacted in regard to the qualifications and experience of the firm and/or attorney(s) handling the Contract. Please include email addresses, telephone numbers, and mailing addresses of persons listed as a reference. In addition, if an entity is listed as a reference, please include the name of the specific person to be contacted at such entity.

B. Proposed Delivery of Services:

1. Transition plan for current cases from the previous Pierce County Department of Assigned Counsel.
2. Description of the attorney or firm’s general policy guidelines when addressing the needs of indigent misdemeanor clients.
3. Description of how you will monitor the caseload of attorneys providing indigent defense services.

4. Description of how you will supervise and monitor the work performance of the attorney(s) who provide services under this Contract.
5. Description of experience working with ex-offenders, mentally ill clients, and other clients needing social service referrals. Include how referrals to treatment, mental health professionals, or other social services will be managed.
6. Detailed information regarding your firm's ability to report to the City both monthly and annually regarding the assigned case load, the disposition of cases, and the types of cases assigned.
7. Procedures for after-hours communication and accommodations for non-English speaking clients.
8. Description of criminal defense and public defense law training provided to your attorneys.
9. Statement warranting that each attorney proposed to provide legal services has read and is familiar with both the Washington Supreme Court Standards for Indigent Defense (Order at 174 Wn.2d 1177 and 1192, as amended) and that the proposal accounts for compliance with all related requirements (training, infrastructure, and service provision).

C. Contract Performance:

1. Summary of previous or current public defense contracts, including compliance reviews. Please note specifically any corrective action required under such public contracts or any termination for cause of any such contract in whole or in part within the last ten (10) years.
2. Statement of how the workload responsibilities of the City will be accommodated and what kind of priority it will be given in relation to other contracts and obligations.
3. Disclosure of any disciplinary action by the Washington State Bar Association or any other state bar against any attorney proposed to provide services under the Contract.
4. Disclosure of any monetary sanctions imposed by a court for any reason for any attorney proposed to provide services under the Contract. Please provide a summary of the sanction, including the court and the date the sanction was imposed.
5. Disclosure of any malpractice actions filed in any court against any attorney proposed to provide services under the Contract, and the status or disposition of the filing.

D. Proposed Compensation:

Proposals must include a detailed compensation proposal describing the proposed fee structure, whether monthly, annual, per-case fee, or another format. The proposal should identify any distinctions between routine and non-routine services and explain how non-routine costs would be billed or reimbursed.

Please note: The selection of a Public Defender will be based on qualifications and value, not solely on the lowest proposed fee structure.

E. Insurance Requirements:

Proposers must confirm their ability to provide the following minimum coverage levels. Malpractice coverage cannot contain any exclusions for ineffective assistance of counsel.

1. **Commercial General Liability:** \$1,000,000 per occurrence/ \$2,000,000 aggregate.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident.
3. **Professional Liability (Errors & Omissions):** \$1,000,000 per claim/ \$2,000,000 aggregate.
4. **Workers' Compensation:** As required by Washington Industrial Insurance (Title 51 RCW).

V. SELECTION CRITERIA:

Proposals will be evaluated based on the ability of the proposer to best meet the guidelines established by the Washington State Bar Association. In its evaluation process, the City will consider:

- Qualifications and reputation of proposed attorneys.
- Demonstrated experience providing public defense services.
- History of successfully fulfilling contracts of this type.
- Compliance with Washington State Bar Association and Supreme Court Standards.
- Quality, completeness, and clarity of proposal.
- Proposed compensation structure and overall value to the City.

VI. TERMS AND CONDITIONS OF PROPOSAL PROCESS

1. The City shall not be responsible for any costs incurred by a proposer in preparing, submitting, or presenting its response to the RFP.
2. Proposals may be withdrawn before the submission deadline. Proposals not timely withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days, to provide to the City the services described herein, or until one or more of the proposals have been approved by City administration, whichever occurs first.
3. The City reserves the right to reject any and all proposals and to waive minor irregularities in any proposal.
4. The City reserves the right to request clarification of information submitted and to request additional information from any proposer.
5. The City reserves the right to award any Contract to another proposer if the successful proposer does not execute a Contract within thirty (30) days after the award of the proposal.
6. The Contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the draft Contract is attached for review. The City reserves the right to reject any proposed Contract or Contract that does not conform to the specifications contained in the RFP, and which is not approved by the City Attorney's office.
7. Support Services. By submitting a response to this RFP, the Public Defender warrants that adequate staff services and facilities will be established to enable the effective provision of legal services in accordance with the draft Contract. (See attached.) This warranty shall continue through the term of the Contract.

**CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as "Agreement," is made by and between the City of Fircrest, a Washington municipal corporation (the "City"), and _____, (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in public defender services and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the Parties as follows:

TERMS

1. **RETENTION OF CONSULTANT – SCOPE OF WORK.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.
2. **PAYMENT.**
 - A. The City shall pay the Consultant an amount based on time and materials, not to exceed _____ (\$_____) for the services described in Section 1 herein. The City shall also pay for non-routine expenses when incurred and approved by the Municipal Court, as identified in **Exhibit A**. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement.
 - B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.
3. **DURATION OF WORK.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** on _____, 202____. The duration of this Agreement shall expire on December 31, 2027. The Parties may extend the duration of this Agreement in accordance with the terms of Section 17 below.

4. **TERMINATION.** The City reserves the right to terminate this Agreement at any time upon ten (10) days' written notice to the Consultant. Any such notice shall be given to the address specified below. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that the City terminates services of the Consultant for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.
5. **NON-DISCRIMINATION.** The Consultant agrees not to discriminate against any person, customer, employee, applicant for employment, subcontractor, supplier, materialman, firm, partnership, or organization because of race, color, creed, religion, national origin or ancestry, marital status, familial status, sex, sexual orientation, gender identity, age, veteran or military status, or the presence of any sensory, mental, or physical disability, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.
6. **INDEPENDENT STATUS OF CONSULTANT.** The Parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
7. **HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.**
- A. The Consultant shall defend, indemnify, and hold the City, its officers, officials, directors, employees and volunteers, harmless from any and all claims, injuries, damages, demands, liabilities, losses, liens, actions or suits including reasonable attorney's fees, arising out of or resulting from the negligent or wrongful 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. 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, or 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 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.
8. **INSURANCE.**
- A. 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 this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the City of Fircrest's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance.** The Consultant shall obtain at no cost to the City and maintain said insurance in force for the duration of this Agreement, insurance of the types 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed by the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Professional's profession.
- D. Minimum Amounts of Insurance.** 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. Employer's Liability, each accident \$1,000,000, Employer's Liability Disease-each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.
 4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim/aggregate.
- E. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:
1. The Consultant's insurance coverage shall be primary insurance as respect to the City of Fircrest. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
 2. The City of Fircrest will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City of Fircrest will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City of Fircrest, or any self-insurance, or insurance pool coverage maintained by the City of Fircrest.

3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
 4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period shall be provided to the City.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and licensed to conduct business in the State of Washington.
- G. Verification of Coverage. 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.
9. **OWNERSHIP AND USE OF WORK PRODUCT.** Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided that the Consultant shall not be responsible for any use or modifications of said work product by the City or its representatives for any purpose other than specified in this Agreement.
10. **ASSIGNMENT.** The Consultant shall not assign or subcontract any portion of the services covered by this Agreement without the express written consent of the City.
11. **CITY'S RIGHT OF INSPECTION.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof.
12. **COMPLIANCE WITH LAWS.**
- A. The Consultant shall be duly licensed and shall comply with all applicable federal, state, and municipal laws, ordinances, codes, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
 - B. The Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation Acts, and Workers Compensation Acts, so far as applicable to the performance of this Agreement.
 - C. Per Fircrest Municipal Code 5.04.020, the Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.
13. **CONFIDENTIALITY OF INFORMATION.** All information and data furnished to the Consultant by the City, and all other documents to which the Consultant's employees have access during the term of the Agreement, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

14. CONSULTANT'S REPRESENTATIONS. The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided herein and is qualified to perform such services.

15. RECORDS.

- A. The Consultant shall keep all records related to this Agreement for a period of three years following the completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.
- B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created, and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.
- C. The provisions of this section shall survive the expiration or termination of this Agreement.

16. WORK PERFORMED AT THE CONSULTANT'S RISK. The Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

17. NON-WAIVER. The failure of the City to insist upon strict performance of any provision, covenant, or condition of this Agreement, or to exercise any right or remedy available under this Agreement, shall not be deemed a waiver of any such provision, covenant, condition, right, or remedy. Any waiver by the City of any provision of this Agreement or of any time limitation or other requirement shall apply only to the specific instance for which it is given and shall not be deemed a continuing or future waiver of the same or constitute a waiver of any other provisions.

18. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement, which remains in full force and effect.

19. GOVERNING LAW AND VENUE STIPULATION. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action in law or equity or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

20. NOTICES. All notices required to be given by either Party to the other under this Agreement shall be in writing and shall be given in person, electronically delivered receipt confirmed, or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

<i>Notice to the City of Fircrest shall be sent to:</i>	<i>Notice to the Consultant shall be sent to:</i>
City of Fircrest Attn: Dawn Masko, City Manager 115 Ramsdell Street Fircrest, WA 98466 Phone: 253-564-8900 E-Mail: dmasko@cityoffircrest.net	Consultant Attn: Address Phone: E-Mail:

21. ENTIRE AGREEMENT. This Agreement, together with any attachments or addenda, constitutes the entire and integrated Agreement between the City and the Consultant, superseding all prior negotiations, representations, or agreements, written or oral. This Agreement may be modified, amended, or added to only by a written instrument signed by both City and Consultant. If extending the duration of the Agreement only, the parties may agree to such a duration extension by written instrument approved and signed by the Consultant and the City Manager, provided that all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

BY THEIR SIGNATURES BELOW, the parties hereto have accepted and executed this Agreement this ____ day of _____, 202____. The undersigned Consultant representative, by signature below, represents and warrants that they are duly authorized to execute this legally binding Agreement for and on behalf of the Consultant and further represents and warrants that the Consultant is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Agreement.

CITY OF FIRCREST

By: _____
Dawn Masko, City Manager

APPROVED AS TO FORM:

By: _____
Joanna M. Eide, City Attorney

CONSULTANT

By: _____

ATTEST:

By: _____
Arlette Burkhart, City Clerk