



# Clark County Request for Qualifications (RFQ) Public Defense Legal Services Contracts

(January 1, 2024 - December 31, 2024)

## **CONTRACT CASE TYPES**

### **Superior Court:**

Adult Felony, Fugitive/Extradition and Probation Violation  
Adult Drug and DOSA Court  
District Court (RALJ) Appeals  
Juvenile Criminal and Probation Violation  
At-Risk Youth and Child in Need of Services  
Truancy Contempt  
Involuntary Treatment Act -- Mental Commitment

### **District Court:**

Misdemeanors/PVs – First Conflict Cases  
Misdemeanors/PVs – Second and Third Conflict Cases  
Mental Health Therapeutic Court  
Substance Abuse Therapeutic Court  
Veterans Therapeutic Court



## **PART I – GENERAL INFORMATION**

Clark County is responsible for providing legal representation in Superior Court and District Court cases where the federal or state constitutions or state statutes, case law, or court rules mandate the provision of counsel at government expense. All public defense legal services are provided by private attorneys (non-county employees) and public defenders employed by Clark County. Many services are provided pursuant to county contracts. All such contracts are considered contracts with independent contractors for professional services.

Clark County is accepting applications for up to one-year (January 1, 2024, through December 31, 2024) contracts for the public defense case types listed on the cover page of this document. Information specific to the proposed contracts for each contract type is provided in Part II of this RFQ. The application form is a stand-alone document from this RFQ.

Required qualifications for all contract applicants:

1. Washington State Bar Association member in good standing, or eligible for WSB licensure through reciprocity (Admission to Practice Rule 18) and APR 8(c) eligible, with no prior disciplinary action in Washington or another state that, in the sole discretion of the county, adversely impacts the attorney's ability to effectively represent clients
2. Familiarity with and ability to certify compliance with [Washington Supreme Court Standards for Indigent Defense](#);
3. Experience and knowledge that meets the minimum qualification standards for the types of cases for which the attorney applies. See Standard Eleven, [Clark County Superior Court Indigent-Defense \(sic\) Standards](#); Standard Fourteen, [Washington State Bar Association Standards for Indigent Defense Services](#); and Standard 14.2, [Washington Supreme Court Standards for Indigent Defense](#);
4. Exhibited commitment to the provision of quality representation to those entitled to counsel at government expense, and the ability to provide such representation effectively and efficiently
5. Commitment and ability to communicate well and in a timely manner with indigent clients
6. Maintenance of a level of private practice, if any, that allows quality representation under the proposed public defense contract(s)
7. Office location; sufficient staff and/or other means to ensure timely responses to phone and email contacts; and access to necessary statutes, case law, court rules and other law office necessities.
8. A minimum of seven hours annual training in areas relating to the attorney's public defense practice (*Standards*) and attendance at training approved by the state Office of Public Defense (RCW 10.101.050) at least once per calendar year; and
9. Commercial General Liability coverage with \$1,000,000 per occurrence limit and \$2,000,000 annual aggregate. The County shall be listed as an additional insured and include Primary and Non-Contributory and Waiver of Subrogation endorsements. Auto Liability coverage with a combined single limit of \$1,000,000, including Hired and Non-Owned Liability. The County shall be listed as an additional insured and include Primary and Non-Contributory and Waiver of Subrogation endorsements. Professional Liability coverage in the amount of \$1,000,000 per occurrence and \$1,000,000 million aggregate. Worker's Compensation insurance as required by the industrial insurance laws of the State of Washington. Insurance will be required prior to the execution of a Public Defense Contract.



## **Application Submission and Deadline**

This RFQ (Request for Qualifications) and stand-alone application is available on the Clark County Public Defense website at: <https://clark.wa.gov/internal-services/indigent-defense> For additional assistance please contact Torie Glad at 564-397-2256 or via email [Torie.Glad@clark.wa.gov](mailto:Torie.Glad@clark.wa.gov)

ALL APPLICATION MATERIALS MUST BE RECEIVED BY THE PUBLIC DEFENSE OFFICE NO LATER THAN **5:00 P.M. FRIDAY, SEPTEMBER 29TH, 2023.**

EARLY SUBMISSION OF APPLICATIONS IS ENCOURAGED. AN EXTENSION TO SUBMIT AN APPLICATION WILL BE CONSIDERED ONLY IF THE ATTORNEY PROVIDES A WRITTEN REQUEST DETAILING THE EXTRAORDINARY CIRCUMSTANCES THAT PRECLUDE COMPLIANCE WITH THE **FRIDAY, SEPTEMBER 29TH, 2023** DEADLINE.

Application materials may be e-mailed as email attachments, mailed to the Clark County Public Defense Office, or hand delivered.

By email: [Torie.Glad@Clark.wa.gov](mailto:Torie.Glad@Clark.wa.gov)

By mail: Clark County Public Defense Coordinator  
Attn: Torie Glad  
PO Box 5000  
Vancouver, Washington 98666-5000

Hand-delivered: PSC 1300 Franklin Street; 6<sup>th</sup> floor; Clark County Manager's Office

Applications may not be Faxed.

Materials submitted by applicants will not be made available for public review until after contracts are awarded. Incomplete applications may be rejected. Written inquiries on preparing applications may be directed to: [Torie.Glad@Clark.wa.gov](mailto:Torie.Glad@Clark.wa.gov)

Since early July 2021, compensation amounts contained in this RFQ and contract awards proposed by Clark County's Public Defense Coordinator and Deputy County Manager are subject to review and ratification by the Clark County Council. Award of any contract is final only when the applicant and the county have properly executed and signed the contract document.

This RFQ constitutes a request for parties to provide notice of their interest and their qualifications only. This is not an offer to any person or to the public and cannot be accepted to create a contract binding upon Clark County. Only upon execution of a contract, whether pursuant to this RFQ or otherwise, will Clark County have any contractually binding obligations. Clark County reserves the right to change the terms and conditions of either this RFQ (including timeframes, deadlines, and any other aspect it deems appropriate) or the terms and conditions of the contracts to be offered, with or without notice and without recourse by applicants or any other party alleged in any way to be negatively affected. Applicants should assume the compensation rates will not increase.



The case types listed below are excluded from this RFQ. Public defense representation for the following case types is provided by individual, case-by-case appointments (non-contract):

- ❖ Homicide and attempted homicide cases
- ❖ Persistent Offender cases
- ❖ RCW 10.77 (NGRI-Not Guilty by Reason of Insanity) post-judgment proceedings
- ❖ Contempt (RCW 7.21.040 or 7.21.030) proceedings
- ❖ Representation of an alleged incapacitated person under RCW 11.88; and
- ❖ Representation of a petitioner for a sexual assault protection order, only if the respondent is represented by counsel (RCW 7.90.070).

**PART II – SPECIFIC INFORMATION**

**I. Overview – Case Types, anticipated number of contracts, and compensation.**  
Indigent defense contract types subject to this RFQ:

Case Type	Anticipated Number Of Contracts	ANNUAL Compensation (See specific descriptions below for detail)
<b>Superior Court</b>		
Adult Felony, Fugitive/Extradition & Probation Violation Cases	43-50	\$1000 per “point” \$700 jury trial per diem
Adult Drug Court	2	\$82,500 per year
DOSA Court	1	\$55,000 per year
District Court (RALJ) Appeals	3	\$1,600 per appeal
Juvenile Criminal and Probation Violation Cases	4	\$80,750 per year with additional compensation for Class A/B sex offense cases and \$250 testimonial hearing/trial payment
Juvenile At-Risk Youth & CHINS	4	\$75 per hour; paid monthly
Dependency	5	\$115 per hour; paid monthly
Juvenile Truancy Contempt	1	\$75 per hour; paid monthly
Involuntary Commitment	1	\$75,000 per year; \$600 jury trial per diem
Courtroom Deputy	1	\$95,000 per year
<b>District Court</b>		
Misdemeanor and Probation Violation Cases	1 - Primary Contract	This contract for District Court will be for one year
	3 – Conflict Contracts	1 <sup>st</sup> conflicts contract \$325 per case ( <i>projected 100 annually</i> ) 2nd and 3rd conflicts contracts: \$400 per case/\$75 hourly bench/jury trials
	Mental Health Court	\$50,000/year
	Substance Abuse Court	\$50,004/year
	Veterans Therapeutic Court	\$16,500/year

The cost of non-attorney professional services (e.g., experts, investigators) and conflict cases are paid by the County outside/in addition to each contract. Each contract provides for increased compensation in extraordinary cases.



**A. DESCRIPTION OF EACH CONTRACT CASE TYPE FOR SUPERIOR COURT:**

**1. Adult Felony, Fugitive/Extradition and Probation Violation**

43-50 contracts with individual lawyers and law firms are anticipated. Currently, there are 29 adult felony contracts. Adult felony contracts are awarded on a per felony “point” basis, using the point equivalencies listed in the table below. One point is valued at \$1000. Contracts are awarded on an annual “points” basis. Absent specific permission, the maximum number of points per attorney in private practice is 110 points, pursuant to the 2002 Clark County Superior Court Indigent-Defense Standards. Monthly contract payments equal the number of annual contract points multiplied by \$1000 per point divided by 12 months e.g., 60 points x \$1000/point = \$60,000 per year divided by 12 months = \$5,000 per month. This is the base annual contract amount. Monthly payments will be made in the amount of 1/12th the annual (base) contract amount.

New Felony Appointments are calculated using the points in the table below:

Felony Type Non-Sex Offense Felonies	Point Value	Contracted Compensation	Withdrawal Compensation		
			<30 days 25%	31-60 days 50%	>61 days 100%
Class A Non-Sex Offense	2.5	\$2,500	\$625	\$1,250	\$2,500
Class B Non-Sex Offense	1.5	\$1,500	\$375	\$750	\$1,500
Class C Non-Sex Offense	1	\$1,000	\$250	\$500	\$1,000
Felony Type Sex Offense Felonies	Point Value	Contracted Compensation	Withdrawal Compensation		
			<30 days 25%	31-60 days 50%	>61 days 100%
Class A Sex Offense	3.5	\$3,500	\$875	\$1,750	\$3,500
Class B Sex Offense	2.5	\$2,500	\$625	\$1,250	\$2,500
Class C Sex Offense	1.5	\$1,500	\$375	\$750	\$1,500
Felony Type Child Sex Offense	Point Value	Contracted Compensation	Withdrawal Compensation		
			<30 days 25%	31-60 days 50%	>61 days 100%
Class A Sex Offense	4.5	\$4,500	\$1,125	\$2,250	\$4,500
Class B Sex Offense	3	\$3,000	\$750	\$1,500	\$3,000
Class C Sex Offense	2	\$2,000	\$500	\$1,000	\$2,000

A *per diem* is paid for jury trials: \$700 per full day (1/2 day increments) of jury trial and \$350 maximum for the time a jury deliberates. A flat \$350 is paid for bench trials.



A felony contractor loses points if counsel withdraws or there is a substitution of counsel within 30 days of counsel's appointment (see table below). "Additional compensation" paid for a cash in which there is a change in counsel within 30 days of the original appointment is re-credited or re-paid to the county.

Withdrawal Time Frame	% Loss
Within 30 days of appointment	75%
Between 31 and 60 days	50%
After 60 days	None

If an appointed client fails to appear and a warrant is issued, a contractor will receive a new point, but no additional compensation, for reappointment only if 180 days or more have passed since the issuance of the warrant.

### 2. Adult Drug and DOSA Court

One contract is anticipated for representation in Adult Drug Court. The attorney will provide all staffing and representation services. Contractors are responsible for ensuring back-up coverage, if needed. Currently, there are 112 participants in the Adult Drug Court. Staffing and court currently are held Thursdays (9:00 a.m.- 4:00 p.m.) and Friday's (10:00 a.m.-3:30 p.m.). Annual compensation: \$82,500 per contract; 1/12<sup>th</sup> monthly payments.

One DOSA Court contract is anticipated for representation in DOSA Court. The attorney will provide all staffing and representation services. Currently, there are 70 participants in DOSA Court. Annual compensation: \$55,000 per contract; 1/12<sup>th</sup> monthly payments.

### 3. District Court (RALJ) Appeals

Three contracts are anticipated for representation in District Court misdemeanor appeals to Superior Court. Workload will be divided between the contractors, if more than one contract is awarded. Projected caseload is 20-26 appeals per year. Compensation: \$1,600 flat fee for each appeal; paid the month following appointment.

### 4. Juvenile Criminal and Probation Violation Cases

Clark County anticipates awarding four contracts. Additional Compensation of \$1,400 is paid for each Class A or Class B sex offense. A \$250 testimonial hearing/trial *per diem* is paid.

Case Type	Annual Projected Cases	Projected Case Mix Per Contract (if 5 contracts)
A, A-, B+ and B	200	40
C+ and C	120	24
D+, D and E [misdemeanor]	300	60
Probation Violations	380	76

Annual compensation for each contract is \$80,750 annually (\$475 per case): 1/12<sup>th</sup> monthly payments.



### **5. At-Risk Youth and Child in Need of Services (BECA Cases)**

One contract is anticipated. The attorney will provide representation for all court appointments made in these two case types (RCW Chapter 13.32A). Contractor is responsible for ensuring back-up coverage, if needed. Cases in which the contractor has a conflict of interest are handled on a case-by-case hourly appointment basis by other counsel.

Compensation: \$75 per hour. Monthly invoices for work performed on appointed cases in a month are paid the following month.

### **6. Truancy Contempt**

One contract is anticipated. The attorney will provide representation of youth in Truancy Contempt proceedings. Appointments are rare.

Compensation: \$75 per hour; invoiced monthly

### **7. Involuntary Treatment Act -- Mental Commitment**

One contract is anticipated for representation of persons who are subject to RCW Chapter 71.05 proceedings. Contractor(s) is responsible for ensuring back-up coverage, if needed. Cases in which the contractor(s) has a conflict of interest are handled on a case-by-case hourly appointment basis by other counsel. Hearings currently are held on Monday, Wednesday, and Thursday. Annual compensation: \$75,000; 1/12<sup>th</sup> monthly payments.

### **8. Courtroom Deputy Contract**

One contract is anticipated for this position. The attorney will provide coverage for first appointments/criminal matters as requested by the public defense office.

## **B. DESCRIPTION OF EACH CONTRACT CASE TYPE FOR DISTRICT COURT:**

### **1. Conflict Misdemeanor and Probation Violation Cases – Cases for Which the County’s Primary District Court Contractor is Unavailable**

- a. First Conflicts Contract:** One contract will be awarded for misdemeanor and probation violation cases in which the Primary District Court Contractor has a conflict of interest or there is a co-defendant. The anticipated number of first conflict cases is 80 per year.  
Annual compensation: \$325 per case; paid the month following appointment.
- b. Second and Third Conflicts Contracts:** Two contracts are anticipated for the rare District Court case where the first or second conflicts contractor must withdraw or there are multiple co-defendants.  
Annual compensation for both conflict contracts: \$400 per case; paid the month following appointment.



## 2. Mental Health Therapeutic Court (MHTC)

One contract is anticipated. The attorney will provide all staffing and representation services. Contractor is responsible for ensuring back-up coverage, if needed. Full capacity is 50 participants. Staffing and court currently are held Wednesday afternoons (12:30 - 4:30 p.m.)

Annual compensation: \$50,000; 1/12<sup>th</sup> monthly payments.

## 3. Substance Abuse Court (SAC)

One contract is anticipated. The attorney will provide all staffing and representation services. Contractor is responsible for ensuring back-up coverage, if needed. Full capacity is 80-85 participants. Staffing and court currently are held on Tuesdays (8:30 a.m.- 4:00 p.m.).

Annual compensation: \$61,200; 1/12<sup>th</sup> monthly payments.

## 4. Veterans Therapeutic Court (VETCO)

One contract is anticipated. The attorney will provide all staffing and representation services. Contractor is responsible for ensuring back-up coverage, if needed. Full capacity is 50 participants. Staffing and court currently are held Monday mornings (8:30 a.m.- 12:00 p.m.). **Attorneys who are veterans may receive preference.**

Annual compensation: \$16,500; 1/12<sup>th</sup> monthly payments.