

## POULSBO DISTRIBUTION SCHEDULE

**ORDINANCE NO. 2010-24**

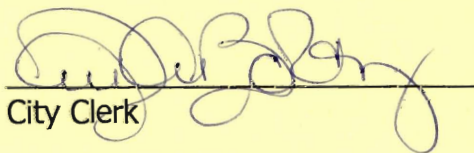
**SUBJECT: Standards for Delivery of Public Defense Services**

**CONFORM AS TO DATES & SIGNATURES**

- (X) Filed with the City Clerk: 11/09/2010
- (X) Passed by the City Council: 11/17/2010
- (X) Signature of Mayor
- (X) Signature of City Clerk
- (X) Publication: 12/03/2010
- (X) Effective: 12/08/2010
- ( ) Recorded: N/A

**DISTRIBUTED COPIES AS FOLLOWS:**

- (X) NK Herald: Emailed by ns
- (1) Ordinance Book (copy)
- (X) Code Publishing - via email if in electronic format
- ( ) City Attorney
- ( ) Civil Service Commission and/or Sec/Chief Examiner
- ( ) Clerk's Department:
- ( ) City Council
- ( ) Finance:
- (X) Posted to Library Drive and Website

  
City Clerk

November 24, 2010  
Date

**ORDINANCE NO. 2010-24**

**AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, ADOPTING  
STANDARDS FOR THE DELIVERY OF PUBLIC DEFENSE SERVICES**

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**WHEREAS**, RCW § 10.101.030 requires each city to adopt standards for the delivery of public defense services; and

**WHEREAS**, the City of Poulsbo (the City) desires to adopt standards in accordance with RCW § 10.101.030; and

**WHEREAS**, the City has generally provided public defense services to eligible persons entitled to representation by contracting for these services and the City intends to continue to do so; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to enact the following now, therefore,

BE IT ORDAINED BY THE CITY OF POULSBO:

**Section 1. Delivery of Public Defense Services.** The City of Poulsbo generally provides public defense services through contracting with public defense counsel ("counsel"). To assure continued compliance with RCW 10.101.030, this ordinance defines the standards for the City of Poulsbo's provision of public defense services in conjunction with the City's prosecution of City misdemeanor cases. In addition to the standards provided in this ordinance, counsel shall be required to comply with such additional provisions established in the individual contract.

**Section 2. Compensation of Counsel.** Compensation of counsel shall be established through negotiation of an individual contract for public defense services. The City shall consider training, experience, administrative costs, support services, the nature and extent of services requested, and the time and labor required of the attorneys undertaking defender services. Services that require extraordinary fees should be defined in the individual contract. When a conflict exists separate counsel shall be provided to the defendant by the City.

**Section 3. Duties and Responsibilities of Counsel.** Counsel shall follow the duties and responsibilities set forth in the individual contract. Counsel shall maintain malpractice insurance with agreed-upon policy limits. The individual contract shall require that public defense services be provided to all clients in a professional, skilled manner consistent with minimum standards set forth by 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 duties of counsel in each case include, but are not necessarily limited to, investigation of the facts, research of relevant law, communication with the client, review of possible motions, review of plea alternatives, review of dispositional alternatives, trial preparation and vigorous representation in court.

**Section 4. Case Load Limits and Types of Cases.** The types of cases for which representation is to be provided and the maximum number of cases which each attorney shall be expected to handle shall be established by the individual contract. Case loads shall allow counsel to give each client the time and effort necessary to provide effective representation.

**Section 5. Responsibility for Expert Witness Fees and Associated Services.** Expert witness fees and additional associated services, including investigative services, support services or other services necessary in a case will be paid as provided in the individual contract. Investigators, when used, should have criminal investigation training and experience.

**Section 6. Reporting Procedures.** Counsel shall maintain a case reporting and management information system, which includes the number, type and disposition of indigent defense cases. All of the above-described information shall be provided to the City on a quarterly basis or such other schedule agreed to by the City. All of the above described information shall also be made available to the Poulsbo Municipal Court Administrator or designee. Counsel's case reporting and management information system shall be maintained independently from client files in order to not disclose any privileged information. All records pertaining to expenses and billing shall conform to generally accepted accounting principles. A standardized voucher form shall be used by attorneys seeking payment for services rendered.

**Section 7. Training, Supervision, Monitoring and Evaluation of Counsel.** The training, supervision, and monitoring of counsel and their staff shall be the sole responsibility of

counsel, except as provided in the individual contract. Evaluation of counsel shall be as provided in the individual contract. All training and supervision shall conform to the standards set by the Washington State Bar Association.

**Section 8. Substitution of Counsel and Assignment of Contracts.** No substitution of counsel for any appointed case will be approved without prior notification to the appropriate court. Counsel shall not assign or subcontract any portion of the individual contract without the consent of the City.

**Section 9. Limitation on Private Practice.** Contracts for indigent defense services with private attorneys or firms may set limits on the number of private or special appointment cases which can be accepted by the contracting attorney or provide that the indigent defense contract be a priority over private or special appointment caseloads. An attorney or firm rendering indigent defense services shall not allow his or her private practice or special appointments to diminish his or her ability to represent indigent clients he or she is obligated to serve by the individual contract.

**Section 10. Qualification of Counsel.** Counsel shall be licensed to practice law in the State of Washington, be members in good standing of the Washington State Bar Association, comply with all applicable rules relating to the practice of law that have been or may be promulgated by the Washington State Supreme Court, and be capable of performing all necessary duties stated in the individual contract. Counsel shall have legal experience devoted to practice in the area of criminal law during which time counsel shall have demonstrated his/her competence in the area of criminal law.

**Section 11. Disposition of Client Complaints.** A method to respond promptly to indigent defendant client complaints shall be established by counsel. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court for permission to withdraw and substitute new counsel. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.

**Section 12. Termination of Contract or Removal of Counsel.** The termination of an individual contract for public defense services will be determined by the provisions set forth in the individual contract.

**Section 13. Prohibition of Discrimination.** With respect to matters regarding public defense services, there shall be no unlawful discrimination against any person because of race, color, creed, gender, national origin, physical or mental disability or sexual orientation. The City of Poulsbo and counsel shall comply with and ensure compliance with Title IV of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990 and all requirements imposed by or pursuant to regulations of the United States Department of Justice or United States Equal Employment Opportunity Commission issued pursuant to those titles.

**Section 14. Severability.** Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation. The City Council or the City of Poulsbo hereby declares that it would have adopted this ordinance and each section, subsection, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions be declared invalid or unconstitutional.

**Section 15. Effective Date.** This ordinance shall take effect and be in full force five (5) days after publication of the attached summary which is hereby approved.

APPROVED:

  
MAYOR, REBECCA ERICKSON

ATTEST/AUTHENTICATED:

  
CITY CLERK, JILL A. BOLTZ CMC

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY,

BY James E. Hany

FILED WITH THE CITY CLERK: 11/09/2010  
PASSED BY THE CITY COUNCIL: 11/17/2010  
PUBLISHED: 12/03/2010  
EFFECTIVE DATE: 12/08/2010  
ORDINANCE NO. 2010-24


SUMMARY OF ORDINANCE NO. 2010-24  
of the City of Poulsbo, Washington

On November 17, 2010 the City Council of the City of Poulsbo, Washington, approved Ordinance No. 2010-24, the main point of which may be summarized by its title as follows:

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, ADOPTING  
STANDARDS FOR THE DELIVERY OF PUBLIC DEFENSE SERVICES

The full text of this ordinance will be mailed upon request.

DATED this 17th day of November, 2010.

  
CITY CLERK, JILL A. BOLTZ CMC