

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Motion to Authorize the City Manager to Enter Into a Contract for Conflict Public Defense Services with the Law Office of John Rongerude
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	John Norris, Management Analyst
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion

**PROBLEM/ISSUE STATEMENT:**

The City is required to provide the services of a public defender for individuals charged with misdemeanors or gross misdemeanors who are determined to be indigent or nearly indigent and unable to afford representation themselves. When the City of Shoreline's primary public defender is unable to represent a defendant because of a conflict of interest, the City is required to provide a conflict public defender.

As the City's purchasing ordinance requires that services go out to bid once the cumulative cost of service provided by a contracted vendor exceeds \$50,000, a Request for Proposals (RFP) was issued for conflict public defense services. As a result of this RFP, one proposal from the City's current conflict public defender, John Rongerude, was received.

**RESOURCE/FINANCIAL IMPACT:**

In the proposed contract, compensation for conflict public defense services are recommended at a fixed rate of \$175 per case and \$500 per case for appeals cases. Staff recommends an annual estimated contract of \$11,000, which equates to an estimate of 60 cases per year and one appeals case per year, and would provide for a total five-year contract amount of \$55,000. As well, based on the recommended contract inflator calculation, if a per case inflator rate of 2.5% is estimated annually for the five year life of contract, the total estimated five year cost of the contract would increase by \$2,820 to \$57,820. Based on this potential increase, the do not exceed amount for the total five-year contract will be set at \$60,000.

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to enter into a contract with the Law Office of John Rongerude for conflict public defense services for up to five one-year contract terms in an amount not to exceed \$60,000 for the five year period.

Approved By:

City Manager



City Attorney



**BACKGROUND:**

Under Washington State law, cities are responsible for providing criminal justice services for misdemeanor and gross misdemeanor offenses. This includes jail, court, prosecution and public defense services. Thus, the City is required to provide the services of a public defender to individuals who are determined to be indigent or nearly indigent and unable to afford representation themselves. This representation must occur at all criminal hearings, motions and trials. When the City of Shoreline's primary public defender is unable to represent a defendant because of a conflict of interest, the City is required to provide a conflict public defender.

Since 2007, the City has contracted with the Law Office of John Rongerude for conflict public defense services. These services are provided on an as needed basis at the King County District Court Shoreline Courthouse. Mr. Rongerude also provides conflict public defense services for other local cities, including Kenmore, Edmonds, Mountlake Terrace, Mill Creek, Brier, Woodway, Lynnwood, Bothell, and Kirkland, among others. The City's current contract with Mr. Rongerude began January 1, 2011 and ends December 31, 2011. Since 2008, 181 cases, including four appeals cases, were referred to the conflict public defender for defense representation. However, 75 of these cases have been referred thus far in 2011.

**REQUEST FOR PROPOSALS:**

As the City's purchasing ordinance requires that services go out to bid once the cumulative cost of service provided by a contracted vendor exceeds \$50,000, an RFP was issued on November 4 for this service (RFP #6585). In response to this RFP, staff received only one proposal from the City's current contracted vendor, John Rongerude. Given that Mr. Rongerude's proposal meets the minimum qualifications of the RFP and given that staff has been satisfied with the services provided by Mr. Rongerude and is confident in his ability to execute the terms of the proposed contract going forward, staff has selected Mr. Rongerude as the preferred provider of this service.

**PROPOSED SERVICE CONTRACT:**

Following the selection of Mr. Rongerude as the preferred service provider, staff negotiated a proposed service contract with Mr. Rongerude. The initial term of the contract, which would begin on January 1, 2012, is for one year, but the contract would automatically renew for up to four (4) additional terms in 1-year increments for a total possible life of five (5) years, unless cancelled in writing by the City. Thus, Council authorization of the contract would be for all five terms, which would provide the City Manager the authority to enter into the initial term and subsequent renewal terms of the contract. The proposed scope of work of the service contract is attached to this report as Attachment A.

**RESOURCE/FINANCIAL IMPACT:**

As is identified in that attached service contract scope of work, compensation for services provided are recommended at the fixed rate of \$175 per case and \$500 per case for appeals cases. These are the same compensation rates that have been in place for this service since 2007. Based on an average annual case load of 45 cases and one appeals case over the last four years, an estimated annual cost for this

contract would be \$8,375. However, given the higher number of conflict cases referred in 2011 compared to the previous three years, staff recommends an annual estimated contract amount of \$11,000. This equates to an estimate of 60 referred cases per year and 1 referred appeals case, and would provide for a total five-year contract amount of \$55,000.

As well, if the automatic renewal terms of the contract (up to a total of four additional terms) are not cancelled by the City, the per case fixed compensation rates for both regular cases and appeals cases will be inflated by the measure that determines staff Cost of Living Adjustments (90% of the June to June Seattle-Tacoma Area CPI-U), with an annual cap of 4.00%. If a per case inflator rate of 2.5% is estimated annually for the five year life of contract, the total estimated five year cost of the contract would increase by \$2,820 to \$57,820. Based on this potential increase, the do not exceed amount for the total five-year contract will be set at \$60,000.

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to enter into a contract with the Law Office of John Rongerude for conflict public defense services for up to five one-year contract terms.

**ATTACHMENTS:**

Attachment A: Proposed Conflict Public Defense Service Contract Scope of Work

## **Attachment A:**

### **EXHIBIT A SCOPE OF WORK**

#### **Conflict Public Defense Services**

The Consultant agrees to complete assigned cases by providing the following professional services:

- In cases when the City of Shoreline's designated public defender is unable to represent, because of a conflict of interest, indigent criminal defendants whose cases have either been assigned to the King County District Court –Shoreline Court or appealed from the King County District Court –Shoreline Court to King County Superior Court, the Consultant agrees to serve as legal counsel for these defendants and to provide representation through the confusion of their respective appeals. The Consultant will provide an adequate number of defense council to efficiently manage the number of conflict cases assigned to them by the Court.
- The Consultant's legal representation of each defendant shall include, but not be limited to, conducting interviews as necessary, review of discovery, consulting with agencies or experts, drafts of pleadings, legal research, preparation of briefs, motion hearings, readiness hearings, scheduling and preparing for trials, attending bench and jury trials, and such other work essential to providing legal representation for defendants accused from receipt of Notice of Appointment or to pursuing the defendant's appeals.
- In the event that a defendant is incarcerated, the Consultant agrees to conduct any in person interviews as may be necessary at either the King County Correctional Facility or the Snohomish County Jail, depending on where the defendant is being held.

#### **Billing and Consultation**

In addition to the billing voucher identified in Section 2.B. of the Agreement and in the form set forth in Exhibit B, the Consultant agrees to submit billing support documentation with monthly billing vouchers showing client name, client offense(s), case number, hearing dates, and invoiced amount, submitted with monthly billings.

The Consultant also agrees to:

- Quarterly phone discussions with the City's contract manager, if initiated by the contract manager, to review the number of conflict cases, overall performance of the Agreement, and issues of common concern.
- Attendance at King County District Court – Shoreline Court or City initiated meetings to address any ad hoc or ongoing issues or concerns with conflict cases or Court operations, if necessary.
- In-person discussion with the City's contract manager, if initiated by the contract manager, at the end of each annual term of the Agreement to discuss any issues with the Agreement or services provided over the preceding year.

**Compensation**

Compensation for services provided will be paid at the fixed rate of \$175 per case. For appeals, services shall be paid at a rate of \$500 per defendant cause number. These fixed per case rates shall be all inclusive, and include costs such as travel, per diem, copy fees, etc. The City will not make reimbursement on these items outside of the agreed per case rate.

If the automatic renewal terms of this Agreement (up to a total of four additional terms) are not cancelled by the City, the per case fixed compensation rate will be inflated annually by 90% of the June to June Seattle-Tacoma-Bremerton area Consumer Price Index (CPI-U), with a cap of 4.00%. The City shall notify the Consultant of such increase upon fourteen (14) days written notice. If approved, any rate increase shall take effect as stated and remain in effect for the subsequent annual agreement period.

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