



TRINITY COUNTY

AUDITOR-CONTROLLER

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PUBLIC DEFENDER SERVICES REQUEST FOR PROPOSAL 2024

The Trinity County Board of Supervisors invites proposals from attorneys to provide public defender services to indigent defendants in all felony and misdemeanor cases, LPS and probate conservatorships, violation of misdemeanor or felony probation, extradition, contempt of court, and juvenile cases filed under Welfare and Institutions Code Sections 601 or 602. The County is seeking to contract with a firm, association, or consortium of attorneys who will provide primary, and at least two levels of conflict counsel, in felony and misdemeanor cases. The County asks that proposals include methods to reduce costs to the County necessitated by the retention of attorneys outside of the contract due to conflicts.

All inquiries concerning this request for proposal (RFP) are to be directed in writing to Christine Gaffney, Auditor-Controller, P.O. Box 1230, Weaverville, California, 96093, fax number (530) 623-1323. No responses to oral inquiries will be given. Prospective contractors are specifically directed not to discuss any matters relating to the RFP, other than scheduling matters, with any Court or County personnel. Any interpretation or change in the RFP will be made only in writing in the form of an addendum to the RFP, and will be furnished to all parties receiving an RFP. Upon request, a copy of the most recent contract will be provided.

The schedule of the RFP submission, review, and contract award is as follows:

04/30/2024	Release of RFP
05/21/2024	Proposals due (See submission requirements)
05/23/2024	Review proposals by selection committee
05/29/2024	Interviews
05/30/2024	Alternate interview day
06/03/2024-06/07/2024	Contract negotiations
06/18/2024	Recommendation to Board of Supervisors for award of contract
06/19/2024-06/30/2024	Finalization and execution of contract
07/01/2024	Commencement of services under contract

For your reference, the average number of annual cases handled by the attorneys most recently under contract were approximately 205 felonies, 293 misdemeanors and 39 juvenile delinquency cases each year. Some other miscellaneous cases were handled by the attorneys as well. ¹

¹ Averages taken from 2024, 2023, 2022 Judicial Council Court Statistics Report, Tables 7a and 11h, found at <https://www.courts.ca.gov/13421.htm>. Each report reflects the fiscal year preceding it, 2024 report is (22-23 FY).

The total amount paid under the previous public defender contract was \$552,000 per year. (This figure does not include additional compensation on complex litigation cases such as homicide, nor does it include other litigation expenses such as expert witness services, language translators, laboratory analysis, and other forensic services.) The contract will include a provision that a specified portion of the contract must be set aside for investigative services and a set amount must be set aside for administrative staff, amounts to be negotiated during contract negotiations.

All proposals will be evaluated by a review committee. Proposals will be treated confidentially to the extent permitted by law. The review committee members are subject to change. The selection of a contractor or contractors will be based upon relative overall capability to provide constitutionally effective representation without requirement for acceptance of the lowest bid.

Minimum Qualifications:

1. Proposer, and all attorneys performing work related to this contract, shall be licensed to practice law in the State of California as of the submission deadline and maintain the license throughout the contract period.
2. Proposer shall have at least 5 years of experience, as of the submission deadline, providing criminal and juvenile delinquency representation services to indigent persons. Proposer must have at least three of those five years representing primarily clients charged with felonies. The number of criminal jury trials litigated to verdict for both misdemeanors and felonies must be provided and will be considered. Attorneys with robust experience in motions practice preferred.
3. Proposer shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP.

Organizational Model – One of the following organizational models for providing representation must be provided:

- a. Staffed Law Firm – Organization that administers one or more separate units, as well as subcontractors, to provide representation to multiple defendants.
- b. Administered Panel—Administered panels may employ one of the following attorney compensation structures:
 - Monthly flat fee based on specified caseload range or
 - Hourly fee based on type of case.
- c. Individual private attorneys.
- d. Other forms of organization will be considered as long as the Scope of Work described below is met.

Specific Requirements:

At a minimum, the contract will include all of the following services:

- Representation of all indigent criminal defendants and juveniles in delinquency proceedings in Trinity County, provided there is no caseload or ethical conflict.
- Provision of screened attorneys to ensure proper licensure and qualifications to try cases at each level of complexity.

- Criminal specific training of attorneys providing representation to ensure they maintain the knowledge and skills commensurate with their caseload size and type.
- Oversight of attorneys to maintain quality representation and to ensure that attorney caseloads do not exceed maximum levels to be agreed upon with the County.
- Ensure adequate coverage for all courtrooms, including establishing policies and procedures to avoid calendaring conflicts;
- Respond to issues and concerns from the County and the Court related to the services provided by the Contractor and subcontractors.
- Attend County stakeholder meetings for the criminal legal system as the public defender representative.
- Provide services to clients whose primary language is not English
- Provide administrative support.
- Provide investigative services as necessary for the provision of effective defense.
- Ensure clients understand the potential immigration impacts of their plea agreements pursuant to Padilla v. Kentucky.
- Establish policies to ensure that attorneys are able to develop the skills and experience necessary to take on more serious cases.
- Establish internal quality control checks of competent defense and effective and efficient completion of cases.

Ethical protocols

Separate units, offices or divisions within any proposed organizational structure must have ethical walls that guard against the inappropriate disclosure or sharing of confidential client communications and information or case materials or files related to cases in conflict with each other. To that end, the organization must adopt procedures that provide for the following safeguards:

- Separate case files; and
- Internal procedures and protocols;
- No attorney shall have access to the case files or confidential client information relating to any clients in conflict with those that the attorney represents.

The County reserves the right to reject any and all proposals, or to cancel the RFP. Proposers must certify the truth and accuracy of the content of their respective proposals and fully comply with all requirements. False, incomplete, or unresponsive statements may be cause for its rejection. The cost of developing a proposal is the sole responsibility of the proposer and is not chargeable to the Court or the County. All materials submitted in response to this RFP become the property of the County and will become public record after an award has been made or the RFP process has been terminated, except those materials which are labeled proprietary.

MAJOR CONTRACT PROVISIONS

Term

The term of the resultant agreements from this RFP shall be for three (3) years.

Scope of Work

Represent the following, when appointed by the Court, provided that the attorneys do not have an ethical conflict and have not reached unacceptable ethical caseload numbers per national standards:

1. All persons whom the Court has deemed indigent and who are charged with the commission of a misdemeanor or felony triable in any court in the County;
2. All minors charged with a violation of Welfare and Institutions Code Section 601 or Section 602;
3. All persons the Court has deemed indigent, and for whom a petition for the appointment of a Lanterman Petris Short (“LPS”) conservatorship has been filed;
4. All persons the Court has deemed indigent seeking writs to the Superior Court in the type of cases described within this RFP;
5. All persons the Court has deemed indigent and who are charged with a violation of misdemeanor probation.
6. All persons the Court has deemed indigent and who are charged with a violation of felony probation.
7. All persons the Court has deemed indigent in probate conservatorships and in which the Court appoints counsel.
8. All persons the Court has deemed indigent and subject to extradition.
9. All persons the Court has deemed indigent and subject to contempt.

Performance Requirements

The contractor shall provide competent legal representation of indigent defendants and other parties for whom the contractor is appointed by the Court, consistent with constitutional professional standards. Specifically, the following duties and responsibility of counsel as appointed by the Court shall be observed:

- A. Conduct thorough and timely legal investigation, preparation and consultation.
- B. Initiate timely action to protect clients’ legal rights, including litigation and client communication.
- C. Be present at all required court appearances.
- D. Prepare for jury selection, examination of witnesses, submission of instructions, and presentation of argument at trial.
- E. Know and explore sentencing alternatives.

F. Advise the client concerning appeals.

G. Manage total caseload such that all duties and responsibilities set forth above can be accomplished.

H. File motions and litigate preliminary hearings and jury trials when appropriate.

I. Comply with the Rules of Professional Conduct and all applicable ethical rules.

Contract Management

Contractor will be required to provide a confidential meeting space in an office for clients to access in Weaverville for a minimum of ten office hours total per week over the course of at least two separate weekdays. Contractor shall maintain published office addresses and telephone numbers and telephone answering services or devices for the taking of telephone messages during non-business hours. A working phone line with the ability to leave messages must be available during normal business hours. This number must be provided to clients and publicly available.

Contractor shall provide the Auditor-Controller a quarterly report of services rendered during the previous calendar quarter, which shall include:

- The number of new cases by attorney, date and case type; the number of open/ active cases by attorney and case type; the number of post-conviction cases by attorney and case type; number of cases closed by attorney and case type; number of jury trials by attorney, including case type and outcome; number of investigative hours requested by attorney, including case type and outcome; number of expert witness hours requested by attorney, including case type and outcome; number of Marsden motions requested by clients both orally and in writing, by attorney and the number of cases for which the contractor has declared a conflict.
- Reports to include staffing lists, including the names of all staff and subcontractors, including investigators and administrative staff, providing services through the contract.
- Reports to include training records and training attendance logs for attorneys.

Contractor shall be solely responsible for providing all office furniture, equipment, supplies, secretaries, clerks, attorneys, and other persons necessary to perform the contract and shall be solely responsible for all costs and expenses incurred in performing the contract including any professional educational and training expenses, except for any court reporters' fees, filing fees, transcript fees, and witness fees.

In-custody clients shall be interviewed within 72 hours, excluding weekends and holidays, of contractor's appointment. Out of custody clients shall be interviewed within five business days of contractor's appointment. In all cases, contractor shall personally speak with the client prior to the date of the first court appearance following contractor's appointment by the Court.

Contractor shall keep all Courts informed of the status of pending cases for which it had been appointed and shall advise the Court at the earliest possible time as to whether cases will be settled or go to trial, whether continuances are needed, whether or when interpreters will be needed, and other such matters bearing on the scheduling of cases before the Courts.

Contractor may engage in the private practice of law, including the defense of those charged with crimes or involved in juvenile court proceedings, provided that no private client shall be accepted which may cause a conflict of interest to arise whereby the contractor would not be able to represent any indigent who would otherwise be eligible for services under this contract.

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL): Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed

by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.

Independent Contractor

The Contractor is, for all purposes arising out of this Contract, an independent contractor, and neither the Contractor nor his employees or subcontractors shall be deemed employees of the County. The Contractor shall complete the requirements of this Contract according to the Contractor’s own means and methods of work, which shall be in the exclusive charge and control of the Contractor and which shall not be subject to control or supervision by the County, except as specified herein.

Hold Harmless and Indemnification

A. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the Contractor Attorney or their employees or others by reason of the Contract. Contractor Attorney shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from Contractor Attorney’s failure to pay any compensation, wages, benefits or taxes except where such failure is due to the County’s wrongful withholding of funds due under this Contract.

B. Contractor Attorney agree that they are financially responsible and liable for and will repay the County for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the Contractor Attorney, their employees, representatives or agents.

C. County shall indemnify and hold harmless the Contractor Attorney and their officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omission of the County, its officers, agents, and employees, or any of them, relating or arising out of the performance of this Contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Contractor Attorney, jointly or individually, the County shall defend the same at its sole cost and expense and if a final judgment is rendered against the Contractor Attorney and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same. County is not responsible to indemnify or defend Contractor Attorney, jointly or individually, for claims or actions against Contractor Attorney for professional negligence or malpractice. Contractor Attorney shall defend and hold County harmless from any claim or action against the County based on Contractor Attorney's professional negligence or malpractice.

PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

The proposal must include the following sections:

1. Cover sheet which includes identification information, statement of compliance and signature, as prescribed in Form A: PROPOSAL COVER SHEET (attached).
2. Detailed narrative that describes your organization and methodology for providing services (see below for required information).
3. Contract price on annual basis, to be paid in monthly installments, which includes investigator services. Also provide a contract price on an annual basis, to be paid in monthly installments which does not provide for investigator services.
4. A proposed Contract for Public Defense Services which includes the Major Contract Provisions above. The County reserves the right to require different or additional contract provisions prior to executing the final contract.

All proposals must be submitted in a sealed envelope and clearly marked.

“PROPOSAL: INDIGENT DEFENSE SERVICES”

An original and five copies must be provided. Proposals must be received no later than **5:00 p.m., May 21, 2024**, by Christine Gaffney, Auditor-Controller, at P.O. Box 1230, Weaverville, CA 96093-1230. Proposals that are submitted by mail and received after the submission deadline will not be accepted.

The following information must be provided in the narrative section of the proposal:

Organization and qualifications:

1. Describe how you will provide services under the Scope of Work, above.
2. Describe how you will provide quality representation, and what factors you would consider when setting maximum levels for attorney caseloads.
3. Highlight your experience in providing criminal representation to indigent persons and whether you have worked in a public defender office or have provided contract indigent defense services previously. Provide the number of misdemeanor and jury trials you have completed to verdict and describe your motions practice.
4. Discuss the training and experience of any attorneys who would be assigned as subcontractors. You may include resumes which do not count against the six page maximum.
5. Discuss your firm's management and organizational highlights and how the management structure for the delivery of these services would take place.
6. Discuss how you would handle conflicts of interest.
7. Describe what legal research platform you will provide for your attorneys, and what your plans are for office meeting space in Weaverville.
8. Describe what you plan to do to ensure your attorneys and staff are properly trained on new developing laws.
9. Detail any other proposed services, personnel or operational costs you feel are necessary in order to provide indigent defense services.
10. You may include letters of recommendation, which will not count towards the six-page maximum.

Narrative shall be limited to six single sided pages.

Please provide at least three professional references, including Name, Phone number and email.

Additional material may be submitted with the proposal as appendices.

Grading Criteria for RFP submissions

Criteria	Max Points	Description
Overall Experience and Qualifications	35	Our evaluation will include an assessment of your experience and qualifications as it relates to providing client-centered, quality criminal defense.
Scope of Work	35	Our evaluation will include an assessment of the quality of proposed strategies, creativity, detail of plan and related items.
References	Pass/ Fail	References will be checked and will be used to assist in determining the Proposer's ability to perform the services.
Additional considerations	30	The maximum services are provided in a thoughtful, organized way that ensures quality representation for the constituents within the county.
Total Points	100	

Proposals will be reviewed, scored and top applicants will be interviewed.

Negotiation and Award Process to follow.