



**OGDEN CITY CORPORATION
REQUEST FOR PROPOSAL
(RFP)**

Public Defender Services



Prepared by Pam Richardson

Justice Court

April 20, 2022

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Public Defender Services

Ogden City is requesting sealed proposals from qualified offerors to provide public defender services on a contractual basis in the Ogden City Justice Court.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Responses to this RFP shall be submitted to the Purchasing Office, c/o 1st Floor Information Desk of the Municipal Building located at 2549 Washington Blvd, Ogden, Utah, **no later than 10 AM, May 11, 2022. LATE PROPOSALS WILL NOT BE ACCEPTED.**

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from small, local, women and minority owned businesses and other disadvantaged business enterprises.

Published: April 23 & 30, 2022

OGDEN CITY CORPORATION

REQUEST FOR PROPOSAL

Public Defender Services

I. INTRODUCTION

Ogden City is accepting proposals to provide public defender services on a contractual basis in the Ogden City Justice Court. Contract services are estimated to commence on July 1, 2022.

It is anticipated that this RFP process will result in one OR may result in multiple contract award. The RFP document will become part of the final contract. The contract will be issued for a period of three (3) Years.

II. SPECIFICATIONS AND SCOPE OF WORK

See Exhibit A

III. RESPONSE TO RFP

Ogden City will accept proposals from offerors capable of providing all the work described in Exhibit A.

A. Each Proposal must include, as a minimum, the following information:

1. Description of firm / attorneys overall practice area(s) and the services the firm/attorney is capable of providing, including an explanation of how these services will best meet the City's needs. Please also include a description of related criminal law experience with agencies similar in size to Ogden.
2. Identification of the attorneys proposed to act as the designated Public Defenders. It is anticipated that two attorneys will be required to meet the

needs of the Court. Include a clear and detailed description of how each proposed attorney meets the minimum experience/qualification identified in this RFP.

3. A list of at least three (3) references capable of speaking to the reputation and qualification of the law firm / individual attorney.
4. Proposals shall clearly set forth fees and fee structure to be charged for all public defender services as described in the scope of work. Any costs to be charged to the City must also be identified.
5. Disclosure of any litigation or judgments rendered against the law firm/individual attorney in any matter relating to professional activities of the firm/individual attorney, including any pending or founded complaints to the Utah State Bar Association.
6. Description of how the law firm / individual attorney handles conflict checks; description of how the law firm/individual attorney proposes to handle conflicts that may arise in performance of this Agreement.
7. Identify whether you and/or your law firm is willing to handle cases for the city on a conflict-basis if the City elects to contract with another law firm/individual attorney as the primary public defender for the Ogden City Justice Court.
8. Responses to RFP must include a signed statement as follows signed by an authorized officer of the firm / individual attorney:

“I/We have reviewed all documents presented as part of the City's RFP for Public Defender Services. The undersigned proposes to perform all work in compliance with these documents as well as in compliance with all submitted proposal information. The undersigned further warrants that adequate staff services and facilities will be established to enable the effective provision of legal services.”

9. The Attorney shall secure and maintain insurance policy per Ogden City insurance requirements. Refer to Section IX.

- 10. Describe how prospective service provider will provide bilingual (Spanish-English) services if requested.
- B. For City record-keeping purposes, please submit as single-sided print and do not use spiral or wire binding methods. The following methods will be accepted:
 - 1. Submitted as loose leaf with binder clip
 - 2. Submitted in a regular 3-ring binder
- C. Proposals submitted to Ogden City are considered public records, unless protected within [Utah Code 63G-2-1](#).

IV. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below:

Methodology and resources	30%
A. Capability and experience	30%
B. References	20%
C. Cost / fee proposal	20%

The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or not conforming to the RFP requirements may be deemed non-responsive and eliminated. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals in a cursory manner to eliminate from further consideration proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration.

At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person presentation by a proposer to supplement their written proposal.

Being selected and entering into an agreement does not guarantee the offeror will be extended any specific amount of work.

V. SUBMISSION OF PROPOSALS

No later than 10 AM on May 11, 2022; proposers shall submit five (5) copies of the proposal in a sealed envelope.

On the envelope, indicate your company's name and the RFP name "Public Defender Services RFP."

If the Proposal is submitted by mail or other delivery service, it must be addressed to the Purchasing Office, 2549 Washington Blvd, Suite 510, Ogden UT 84401. It must be received prior to the submission deadline.

The Proposal may also be hand-carried to the 1st Floor Information Desk (west entrance of the building) at the same address.

LATE PROPOSALS WILL NOT BE ACCEPTED.

No facsimile or email transmittals will be accepted.

City offices are closed on holidays.

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

VI. CONTACT INFORMATION

For any questions related to this RFP, please contact the Ogden City Purchasing Office via email purchasing@ogdencity.com or at (801) 629-8742.

The question-and-answer period ends at 3 PM on May 6, 2022.

Please check the City’s Purchasing webpage for any published Q&A document(s) that might have already addressed your questions or concerns - <https://www.ogdencity.com/264/Purchasing>.

VII. RFP SCHEDULE

Ogden City will follow the timetable below. Ogden City reserves the right to modify the dates due to unforeseen circumstances.

Revision of dates, specifically the RFP response deadline will result in an RFP amendment. Amendments will be published in the City’s Purchasing webpage - <https://www.ogdencity.com/264/Purchasing>.

EVENT	TARGET DATE
Open RFP Process	April 21, 2022
1 st Ad – Standard Examiner	April 23, 2022
2 nd Ad - Standard Examiner	April 30, 2022
Last day for Q&A	May 6, 2022; No later than 3 PM

RFP Response Deadline	May 11, 2022; No later than 10 AM
Committee Review and Selection process	To Be Determined
Contract Start Date	July 1, 2022

VIII. INSURANCE REQUIREMENTS

The successful proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

a. The amount of insurance shall not be less than:

- i) Commercial General Liability: Minimum of \$3,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor’s liability (if applicable) written on an occurrence form.
- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
- iii) Workers’ Compensation and Employer’s Liability: Worker’s Compensation limits as required by the Labor Code of the State of Utah and employer’s liability with limits of \$1,000,000 per accident.
- iv) Professional Liability: Minimum of \$900,000 aggregate with \$300,000 per occurrence.

b. Each insurance policy required by this Agreement shall contain the following clauses:

- i) “This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation”.
 - ii) “It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor’s insurance and shall not contribute with insurance provided by this policy.”
- c. Each insurance policy required by this Agreement, excepting policies for Workers’ Compensation, shall contain the following clause in a separate endorsement:
 - i) “Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation.”
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor’s insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.
- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.

- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

IX. GENERAL TERMS AND CONDITIONS

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or

entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.

- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. Ogden City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as

necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers.

The selected company shall enter into a written agreement with Ogden City.

Ogden City reserves the right to cancel this Request for Proposal.

Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received, when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter contracts with more than one vendor.

- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder's webpage at: <https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

X. ADDITIONAL INFORMAITON

Price Guarantee: All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.

Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price.

Any adjustment or amendment to the contract will not be effective unless approved by Ogden City.

Price Reductions: It is understood and agreed that the City will be given the immediate benefit of any decrease in the market, or allowable discount.

Contractor will only be allowed to invoice for the cost of services / goods in compliance with his / her proposal as accepted by Ogden City Corporation.

- A. Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number (if applicable), and address of service location or delivery address.
- B. Upon the Award of Contract, Contractor may receive a request to process payments electronically.
- C. If offered by Contractor, Ogden City seeks a discount for early payment. The City shall only take such a discount if earned.
- D. Invoices shall be sent to the following address:

Ogden City Corporation

c/o Justice Court

310 26th Street

Ogden, Utah 84401

Or;

Email invoices to: pamrichardson@ogdencity.com

XI. GOVERNING INSTRUCTIONS

This RFP will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

XII. FORM OF CONTRACT

The selected service provider must be willing to enter into a written agreement with Ogden City to provide all services required herein. A proposed Contract for Indigent Criminal Representation is attached at Exhibit B.

EXHIBIT A

SPECIFICATIONS & SCOPE OF WORK

A. Minimum Experience / Qualifications

Each attorney who proposes to perform services pursuant to this RFP must meet the following minimum qualifications:

1. Be a member in good standing with the Utah State Bar Association;
2. Have experience in defending criminal law matters;
3. Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to criminal law;
4. Be familiar with possible criminal enhancements, charges, and subsequent proceedings.

B. Scope of Services

Selected service provider shall be designated Public Defender for the Ogden City Justice Court, duly appointed to represent all defendants who are appointed legal counsel by the Ogden City Justice Court and provide legal services for defendants through the appeals phase in District Court. It is anticipated that two attorneys will be required to carry the workload.

The City's Public Defender's responsibilities shall include, but not be limited to, the following:

1. Preparing for and attending all scheduled court appearances. In the event of vacation or illness, Public Defender is responsible for arranging coverage by another qualified attorney.
2. Acting as counsel for all in person and Webex scheduled hearings. Being available to all defendants at all scheduled hearings on scheduled court days,

Monday through Friday, 8:00 am to 12:00 pm, except when court is not scheduled or on state and federal holidays.

3. Representing defendants in appointed cases at pre-trial hearings, trials, sentencing, post-disposition proceedings, and any appeals to the District Court.
4. Complete a minimum of five (5) hours of continuing legal education within each calendar year in courses relating to their public defense practice, including any training offered by the Ogden City Justice Court.
5. Supervising attorneys working under and with the Public Defender to represent defendants in the Ogden City Justice Court to ensure the defendants receive competent legal representation and meet the qualifications under the contract.
6. Consulting with defendants in preparation for trial. Appointment as the city's Public Defender may require meetings with defendants at the Public Defender's office or at the Weber County Jail. Failure to consult with defendants prior to trial shall only be excused for good cause.
7. Providing Ogden City a contact telephone number that is available 24 hours a day to make contact with the Public Defender in order for the Public Defender to provide legal representation in emergency situations.
8. Preparing for hearings and trials to ensure that the defendant receives adequate representation. Preparation for trial shall include, but not be limited to: interviewing witnesses identified by the City Prosecutor, interviewing witnesses identified by the defendant, reviewing of police reports and evidence, researching relevant legal issues, preparing a witness list on behalf of the defendant, and consulting with the defendant.
9. Filing a timely Notice of Appeal to the Ogden City Justice Court should a Public Defender's defendant elect to appeal a conviction to District Court, and timely providing all legal services associated with the appeal should the

District Court find that the defendant is still eligible for appointment of a public defender.

10. Notifying Ogden City in writing of any ongoing conflict of interest, conflicting litigation, or inability to practice law.
11. Providing the City, on a quarterly basis, with the Public Defenders hours worked for the previous quarter.
12. The Attorney shall secure and maintain insurance policy per Ogden City insurance requirements. Refer to Section IX.

Services do not extend to forfeiture hearings or hearings with any Department of Licensing.

C. Number of Court Cases and Appearances

The following table shows the total number of criminal cases filed in the Ogden City Justice Court:

Year	# Filed
FY2020	2,653
FY2021	2,793

It is anticipated that the Public Defender will be appointed to approximately 100 new cases per month, including citations for class B and C misdemeanors.

The Public Defender averages approximately 150 appearances in Justice Court per month. An appearance includes arraignment, pretrial, evidence, sentencing, restitution, review and order-to-show-cause hearings and trials. It is the public defender's responsibility to appeal cases to the District Court as applicable, and applicable and follow through with any required action.

D. Fee Proposal

Please include with your proposal the following:

1. Total Fee. It is anticipated that the Public Defender will be in Justice Court approximately 20-30 hours per week, with each of the two attorneys spending approximately 3 hours on Justice Court matters every workday, and in District Court approximately 5-10 hours per month. It is also anticipated that the Public Defender will incur costs for preparation out of court. The Public Defender should include costs for all services, including in-court time, preparation time, and anticipated expenses for providing the Public Defender services, including, but not limited to, office, transportation, telephone, postage, copying and secretarial costs. Please show how your total fee was calculated. It is anticipated that Ogden City will compensate the selected Public Defender over a twelve (12) month period in equal monthly installments.

It will be specifically understood that the Public Defender will accept no other payment for work other than compensation provided by the City. In the event a court orders repayment from a defendant for attorney fees and costs, all such payments shall belong to Ogden City.

2. Investigation/Witness Costs. In addition to the total fee, based upon your experience, please provide an estimated amount to cover the reasonable and necessary costs of investigators, laboratory costs, transcripts and defense witness fees, including expert witnesses called on behalf of indigent clients.
3. Hourly Rate. Upon a showing of critical need, the selected Public Defender may request additional funding for extraordinary unforeseen services that may be required of the Public Defender during the term of services. Please provide the hourly rate for which you would provide these additional services.

EXHIBIT B
PROPOSED CONTRACT

CONTRACT FOR INDIGENT CRIMINAL REPRESENTATION

This agreement, dated this ____ day of _____, ("effective date"), entered into by and between Ogden City, a Utah municipal corporation, hereinafter referred to as the "City," and Sentinel Law Group P.C., hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the City, pursuant to Chapter 32 of Title 77, Utah Code Annotated, is obligated to provide for the defense of indigent adults charged in Ogden City in criminal cases in the courts and various administrative bodies of the State of Utah; and

WHEREAS, the City may fulfill the statutory obligation through the appointment of qualified legal counsel to provide the indigent legal services required by the United States and Utah Constitutions and Utah law; and

WHEREAS, Contractor affirms that Contractor is licensed to practice law in the State of Utah, in good standing with the Utah State Bar, is qualified by experience and relevant training to provide effective representation in criminal defense; and

WHEREAS, the parties are mutually desirous to enter into an agreement to provide criminal legal services to indigent persons.

NOW, THEREFORE, and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **Scope of Services.** City hereby engages Contractor and Contractor hereby agrees to provide competent and effective counsel pursuant to the United States and Utah Constitutions in all criminal cases in which an attorney is appointed by the Justice Court to represent an indigent criminal defendant. Counsel shall cooperate with the Justice Court in an effort to obtain an affidavit from each individual client averring to the client's indigence. The affidavit shall comply with Chapter 32, Title 77. Contractor agrees not to act in a case until the Justice Court has issued its order of appointment. If Contractor is aware that an individual who has previously qualified for indigent legal counsel is no longer eligible for those services, Contractor should notify the Justice Court.
2. **Term.** The term of this contract shall commence on the effective date and shall continue until <date>, with up to two (2) one-year renewals, upon a written extension agreement by the parties, unless canceled by either the City or Contractor as provided in Paragraph 3.
3. **Termination.** This contract may be canceled by either party, without cause, by sending written notice of cancellation to the other party at least ninety (90) days prior to the end of the term.
 - a. This contract will be terminated without written notice, if Contractor's privilege to practice law in the State of Utah is suspended or revoked. In the event Contractor is disqualified from representing an indigent individual, after court-appointment for any reason involving the misconduct of the Contractor, or the filing of litigation in which

Contractor is a party, by any or all of the courts in which services are provided under this Agreement or by the Utah State Bar, then Contractor shall be responsible for costs incurred by the City in providing substitute counsel for indigent defendants.

- b. If, through any cause, Contractor fails to fulfill, in a timely and proper manner, its obligations under this contract, or if Contractor materially violates any of the covenants, agreements or stipulations of this contract, following written notice by the City to Contractor specifying the nature of the breach and giving Contractor an opportunity to respond, the City shall have the right to terminate this contract by giving written notice to Contractor of such termination and specifying the effective date thereof. In the event of termination for cause, Contractor shall be entitled to receive only the share of the total compensation which is equal to any work completed as of the date of termination.
 - c. In the event this Agreement is terminated for any reason, including non-renewal of the Agreement, Contractor agrees to cooperate with any successors to this Agreement by filing of all necessary pleadings or withdrawal, and to deliver all applicable files, information and materials to the successor, and to complete any existing cases where it is not feasible for Contractor to withdraw, to be paid on an hourly basis.
4. **Compensation.** During the term, the City agrees to pay Contractor ___ dollars (\$0.00) per month to represent indigent persons in all cases prosecuted by Ogden City. Payments shall be made on a monthly basis due and payable on the first day of each month for services rendered for the immediately preceding month. It is specifically understood that Contractor will accept no other payment for work provided under this Contract, other than compensation provided in the Contract under this section together with any reimbursement for costs out of the indigent defense fund. In the event the court orders a public defender fee or repayment from any defendant for attorney's fees and costs, all such payment shall belong to the City.
5. **Indigent Defense Fund.** The City will establish a separate indigent defense fund and will continue to fund the defense fund for the term of this Agreement up to \$0.00 per fiscal year. The defense fund is to be used by Contractor representing indigent defendants in Ogden City. Appropriate expenses shall be directly related to the representation contemplated by this Contract, and may include, but shall not be limited to: investigator fees, laboratory costs, transcripts and defense witness fees. The Contractor hereby agrees to use its best efforts to minimize the cost and expenses to be deducted from the fund while at the same time providing such legal resources as necessary to provide effective representation. Before any expense in excess of \$500 is incurred Contractor shall submit a request in advance through the Justice Court and obtain the approval of the Ogden City Chief Administrative Officer ("CAO") upon specifying the need for the expense and that the expense is cost-effective. Payment for any expense in excess of \$500 incurred by the Contractor and not previously approved by the CAO shall be a sole responsibility of the Contractor unless approved retroactively by the CAO. For all expenses for which reimbursement is sought, Contractor shall provide City with a copy of invoices or other records indicating the amount paid by Contractor, to whom the expense was paid and the date of payment, together with a brief description of the expense, including the nature of the expense, identification of the case

associated with the expense, and when the expense was incurred.

If any time contractor's case load becomes sufficiently burdensome to prevent Contractor from being able to devote adequate time to representation in any case, or could cause contractor to be in violation of the rules of professional conduct, contractor shall immediately notify the City and determine a proper course of action to remedy the situation.

Upon a showing of critical need, Contractor may request additional funding for extraordinary unforeseen expenses, not otherwise accounted for in this Agreement, which arise during the term of this Agreement.

6. **Furnishing of W-9.** Payment under this agreement is contingent upon Contractor furnishing City with a signed and completed W-9 IRS tax form. Unless the Contractor has a current W-9 form on file with the City, one should be provided to the City at the time of contract routing. Contractor shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.
7. **District Court.** Contractor shall be responsible for all de novo appeals filed in the District Court for which the City is responsible for providing defense pursuant to Chapter 32, Title 77; Contractor's costs of such appearances are included in the contract fee. However, for appearances in District Court for matters other than appeals, such as competency hearings, Contractor shall be paid the additional amount of ___ Dollars (\$0.00) per petition filed by Contractor.
8. **Conflicts of Interest.** In the event Contractor cannot represent an indigent criminal defendant due to a conflict of interest under the Utah Rules of Professional Conduct, Contractor agrees to contact the City, through the Justice Court Administrator, in order for the City to secure conflict counsel as appropriate.
9. **Substitute Attorneys.** Contractor will further have the right to use substitute attorneys during periods of illness, vacation or other personal reasons without additional expense to the City. Contractor ensures that any substitute attorney shall be an attorney licensed to practice law in the State of Utah and a member of the Utah State Bar in good standing, and who has the experience and training to provide competent and effective representation to indigent defendants under the United States and Utah Constitutions.
10. **Minimum Requirements.**

Contractor shall adhere to the following minimum requirements:

- a. Provide at least one (1) attorney to attend video arraignment at the Weber County Jail.
- b. Provide a minimum of two (2) attorneys to handle the Court's morning calendar items Monday through Friday of each week, approximately 8:00 a.m. to 12:00 p.m., or until the morning calendar is complete.

- c. Ensure that the attorney who represents a defendant at the pre-trial conference shall be the same attorney who is assigned to that defendant through trial, including all preliminary appearances after arraignment, sentencing, post-disposition proceedings, and appeals. In addition, Contractor shall schedule each Contractor defense attorney with consistent weekly days and times in Justice Court (e.g. Tuesdays and Thursdays from 8:00 a.m. until 12:00 p.m.) to enable the Justice Court to schedule appearances for defendants with such attorneys on their assigned days.
- d. Maintain office hours within reasonable walking distance of the Justice Court and provide 24-hour/7-day per week contact information to facilitate meetings and or communication with clients at other times or to provide legal representation in emergency situations. The Justice Court lobby and conference rooms are also available to Contractor for non-exclusive use.
- e. Submit a current list of approved public defenders to the Justice Court, and update such list as necessary.
- f. At all times during the term of this contract, contractor agrees that contractor and any substitute attorneys will abide by all federal, state and local laws, and by the Canons of Ethics adopted by the Utah State Bar, and the Rules of Professional Conduct and Rules of Civility, as adopted and modified by the Utah Supreme Court, in the performance of the duties under this contract.
- g. Contractor and any substitute attorneys will obtain a minimum of five (5) hours of continuing legal education within each calendar year in courses relating to Contractor's public defender practice, including any training offered by the Justice Court, and immigration training.
- h. At all times during the term of this contract, contractor and any substitute attorneys will maintain professional malpractice insurance with at a minimum, limits of \$100,000 per person and an aggregate of \$300,000 per occurrence, and provide to the City evidence of the insurance to assure the City of contractor's compliance with this provision. Additionally, contractor agrees to hold the City harmless from all damages, loss or injury it may suffer or be held liable for as a result of the conduct of contractor and any substitute attorneys or as a result of this contract.

The provisions of this subsection 10 may be modified or supplemented by a more detailed writing between the parties from time to time.

- 11. Costs.** Except as otherwise provided for herein, Contractor shall provide for all expenses, secretarial support and other facilities necessary for a complete defense.
- 12. Record Keeping and Data Collection.** Contractor agrees to maintain adequate and proper records of the representation provided by Contractor or any substitute attorneys for each person for whom Contractor is appointed to represent pursuant to this contract.

Contractor agrees to provide the City, through the Justice Court administrator, a monthly

report of the number and types of cases or matters handled specifying the types and classes of offenses, the particular attorney assigned to that case, particular clients, non-jury trials, jury trials, hearings other than trials, plea-negotiated settlements, appeals, and/or such other factors or statistical information as may be reasonably requested by the City that do not violate attorney client privilege.

Contractor shall also provide City at least on a quarterly basis, with Contractor's hours worked for the previous quarter.

13. **Independent Contractor Status.** Contractor is independent of the City and shall perform all services according to its own methods without being subject to the control of the City except as to the results obtained. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.
14. **Professional Responsibility.** It is agreed and understood that Contractor will represent with complete professional diligence and dedication and without any control or supervision from the City the indigent persons to be provided legal counsel herein and shall have complete and full independence in using his judgment in the decisions necessary to render said professional services.
15. **Renegotiation.** The terms of this contract are subject to reconsideration and renegotiation based upon the services required, from the cases referred, at any time after the first contract term by either party, upon notice of desire to renegotiate given to the other party.
16. **Amendment.** This Agreement may be amended from time to time only by an instrument in writing, signed by the parties to this Agreement
17. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah.
18. **Discrimination.** Contractor certifies that Contractor will comply with the Americans With Disabilities Act (ADA), and Title VI of the Civil Rights Act of 1964, and that no personal shall, on the grounds of race, creed, color, sex, sexual orientation, marital status, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.
19. **Incorporation Clause.** This Agreement shall constitute the entire agreement between Contractor and the City and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
20. **Notice.** Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: Justice Court Administrator
310 26th Street
Ogden, Utah 84401
(801) 629-8564

Contractor: Firm Name
Address
Tel. #

IN WITNESS WHEREOF, the parties hereto execute the foregoing instrument as of the day and year first above written.

OGDEN CITY CORPORATION
A Utah Municipal Corporation

Mark Johnson
Chief Administrative Officer

ATTEST:

City Recorder

CONTRACTOR: