



**COUNTY OF MOHAVE
PROCUREMENT DEPARTMENT**

700 West Beale Street, First Floor East

Kingman, AZ 86402-7000

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www.mohave.gov

**IDS INDIGENT DEFENSE ATTORNEY SERVICES
PRE-QUALIFIED CONTRACT COUNSEL LIST**

FROM DATE OF AWARD – CONTINUOUS - FOR INDIGENT DEFENSE SERVICES (IDS)

Mohave County's Indigent Defense Services (IDS) is developing a Pre-Qualified Indigent Defense Attorney listing to accept case assignments in adult criminal and juvenile delinquency proceedings, within Mohave County's Justice and Superior Courts. The intent of this Invitation for Solicitation is to establish a listing of pre-qualified attorneys to provide legal representation to indigent defendants as assigned by Indigent Defense Services (IDS). This solicitation encompasses the following areas of criminal defense practice:

Adult Felony	Adult Misdemeanor	Adult Probation Violations
Juvenile Misdemeanor	Juvenile Delinquency	Juvenile Probation Violations
Guardianships	Appeals	Post-Conviction Relief

All case assignments made to contracted attorneys pursuant to an award under this solicitation shall be under the new contract terms and compensation schedules specified within this solicitation.

Multiple awards (listing of qualified attorneys) will be made. Mohave County reserves the right to add providers to this Agreement at any time as required ensuring adequate representation and fulfillment of IDS requirements. **Please note: Case assignments, under the provisions of this solicitation, shall be at the sole discretion of the County.**

Contractors agree to fully comply with all terms and conditions specified within this solicitation for inclusion on the list of qualified Mohave County Indigent Defense Attorneys. Each applicant shall register as a vendor with Mohave County and shall comply with the requirements of vendor registration upon submission of their application and response to this solicitation. Such vendor registration may require the vendor to maintain a bank account which will accept electronic fund transfer for the payment of claims, at the discretion of Mohave County. Additionally, fees and compensation for each area of practice are predetermined and are not negotiable, except as otherwise noted.

Submission of an application in response to this solicitation shall signify full understanding and agreement with the terms and conditions of the solicitation. Applicants shall clearly designate the area or areas of practice for which they are applying. No guarantee is made regarding the frequency of assignments or volume of work that any attorney may be offered. For purposes of this solicitation only, the terms "Contractor", "Attorney" and "Applicant" are used inter-changeably to mean the individual who successfully responds to this solicitation and is placed on the list of pre-qualified Indigent Defense Attorneys for Mohave County.

Responses and Statements of Interest will be accepted on an ongoing basis by the Mohave County Procurement Department. Delivery Address: Mohave County Procurement Department, 700 West Beale Street, First Floor East / P.O. Box 7000, Kingman, AZ 86402-7000. All inquiries shall be directed to **Josh Kant-Wood, Procurement Officer Trainee** at (928) 753-0752, ext. 4458 or via email at: KantWJ@mohave.gov.

INDIGENT DEFENSE ATTORNEY REQUIREMENTS

I. CONTRACTOR'S RESPONSIBILITIES

- A. Case Assignment:** County, under the terms of this solicitation and at its sole discretion, shall assign cases through its IDS department. County makes no guarantee as to the number of case assignments, if any, to any Contractor approved under this solicitation.
- B. Non-Exclusive Status:** IDS may contract for the same or similar professional services through persons other than Contractor. This provision applies to IDS only and does not confer upon any Contractor permission to substitute performance in any way without the express written consent of IDS.
- C. Effective Representation:** Contractor shall comply with the Arizona Rules of Professional Conduct, State and Local Court Rules and the written administrative and procedural policies and procedures established by the Court(s). Contractor shall effectively represent the Client including, but not limited to:
1. Contacting and conferring with the Client concerning the representation within a reasonable amount of time upon notice of assignment.
 2. Maintaining reasonable contact, including in-person consultations, and adequately communicating with the client until the representation is terminated.
 3. Promptly assembling the core defense team and continually monitoring the case for the need of additional expert, investigative, or other ancillary professional services.
 4. Continually monitoring the Client's mental, physical and emotional condition for effects on Client's legal position.
 5. Using reasonable diligence in notifying the Client of necessary Court appearances, including any Court action that arises out of the Client's non-appearance.
 6. Conducting all out-of-Court preparation required for competent representation of the Client, including a prompt and thorough Client interview and such additional interviews and investigation as may be appropriate.
 7. Appearing in Court on time and prepared for scheduled proceedings.
 8. Displaying appropriate respectful professional demeanor and conduct in all dealings with the Court, opposing counsel, victims, witnesses, and the Client.
 9. Facilitating the work of successor counsel.
 10. Recognition of legal issues.
 11. Effective legal research and use of motions.
 12. Effective case development including thorough interviews, appropriate use of investigators, and timely and comprehensive witness interviews.
 13. Effectiveness in plea negotiations.
 14. Thorough and effective trial preparation including anticipation of key legal issues, evaluations of admissibility of evidence, discussion of the Defendant's role including possible testimony, and preparation of witnesses including the Defendant if necessary.
 15. Willingness to try cases.
 16. Advocacy skills.
 17. Effective sentencing preparation and proper billing preparation.

II. CASE ASSIGNMENT SPECIFICATIONS

A. Minimum Qualifications: To qualify as pre-qualified Indigent Defense Attorney with Mohave County, Attorney must minimally possess all of the listed qualifications specified to be pre-qualified for assignments based on one or more of the four respective service areas specified herein.

B. Education and Licensure:

1. Applicant shall possess a Juris Doctor (J.D.) degree; and
2. Applicant shall be licensed by the Arizona State Bar Association; and
3. Applicant shall be a member in good standing with the Arizona State Bar Association; and
4. Applicant must include with his/her application packet the following documentation:
 - a) A copy of his/her diploma and/or copy of official transcripts from the law school from which they graduated; and
 - b) A copy of his/her Arizona State Bar card.
 - c) Copies of his/her insurance certificates, including any “riders” should applicant have previously been approved for contract and is now applying as a solo practitioner or is affiliated with a new law firm.

III. CASE CATEGORIES AND EXPERIENCE REQUIREMENTS: Following are the case assignments to be made by Indigent Defense Services (IDS) and or directly from the Bench, as well as minimum standards for practical experience with each case category:

- A. Major felonies:** Applicant shall have a minimum of two (2) demonstrable years case experience or practicum experience within this case category.
- B. Felonies:** Applicant shall have a minimum of one (1) demonstrable year case experience or practicum experience within this case category.
- C. Misdemeanor:** Applicant shall have a minimum of one (1) demonstrable year case experience or practicum experience in the area of criminal law.
- D. Juvenile Delinquency:** Applicant shall have a minimum of one (1) demonstrable year case experience or practicum experience in the area of criminal law.
- E. Guardianship:** Applicant shall be able to represent indigent proposed wards, within the designated guardianship category cited herein in keeping with ABA and attorney licensure standards.
- F. Appeals and Post-Conviction relief:** Applicant shall have a minimum of one (1) demonstrable year relevant experience in the area of criminal law for lower court appeals. Applicant shall have a minimum of two (2) years experience in the area of criminal law for appeals from the Superior Court.

IV. APPLICANT INFORMATION RELATED TO PARTNERS AND/OR ASSOCIATES: Responding Applicants must provide a response to each of the items listed below within their application packet in response to this solicitation. If any section below does not apply, Applicant must make a statement to that effect within their submitted response.

- A.** Provide the name, title, address, telephone and fax numbers (including area code) and e-mail for the primary contact.

B. Indicate the use of Associates and/or Partners, including the following information for each Associate and/or Partner entity:

1. Name and title.
2. Bar License.
3. Experience.
4. Expertise.
5. Role within your practice.

V. **REPRESENTATION OF INDIGENT DEFENDANTS IN CAPITAL CASES: Applicant(s) SHALL NOT be assigned any capital cases under this Agreement.** Capital case assignments are made separately via a “Letter of Engagement”.

VI. **COMPENSATION:** In consideration for the professional services to be provided pursuant to the provisions of this Agreement, Mohave County shall pay Attorney for work properly authorized under this Agreement as set forth herein for each case category specified herein.

A. **Attendant Case Costs:** Attorney **shall not** bill for nor be compensated for:

1. Travel time between Attorney’s residence, office, or other base of operation and the Court or other work site in Mohave County. Attorney shall not include travel time between Attorney’s residence, office, or other base of operation and the court or other work site in Mohave County in calculating either the time spent on a case under the flat rate amount of compensation or the time spent on a case for which additional or other compensation is sought at the rate of **Sixty Dollars (\$60.00) per hour** as set forth herein.
2. Internal administrative costs related to file preparation, billing, opening or closing files, copies, establishing billing files, administrative communications with the Office of Indigent Defense Services (IDS), or any other similar administrative procedures that do not involve legal skills.

B. **Flat Rate Amounts of Compensation:** For each applicable case assignment, Mohave County shall pay Attorney the following flat rate amounts per case category, based on twenty-five (25) hours or less per case. Should standard hours required for representation within each case classification exceed twenty-five (25) hours, Attorney may file a Request for Additional Compensation (RAC) form with the Office of Indigent Defense Services (IDS) for the approved hourly rate specified herein. The RAC form must be submitted prior to attorney providing services in excess of 25 hours. Failure to do so shall constitute a waiver and forfeiture of all rights to any additional compensation for that particular case under this section.

1. **First Felony Cases:** Eight Hundred Dollars (\$800.00);
2. **Second or Subsequent Active Felony Cases:** Four Hundred Dollars (\$400.00) where such case(s) are related to an already existing assigned case pursuant to this Agreement;
3. **Criminal Probation Violations:** Three Hundred Dollars (\$300.00);
4. **Misdemeanors and Felonies which are resolved in a Justice Court with no Superior Court appearances:** Four Hundred Dollars (\$400.00);
5. **Juvenile Delinquency Cases:** Four Hundred Dollars (\$400.00);
6. **Juvenile Probation Violations:** Three Hundred Dollars (\$300.00);
7. **Guardianships:** Non-flat rate case assignment. Seventy-Five Dollars (\$75.00) per hour fee applies.

8. Appeals and Post-Conviction Relief: Non-flat rate case assignment. Hourly rate will be determined by IDS Director prior to Attorney accepting assignment.

C. Miscellaneous Compensation and Flat-Rate Terms:

1. To be paid the full Eight-Hundred Dollars (\$800.00) rate for a Felony case, the initial claim request must be accompanied by a Minute Order indicating that the case is being heard in Superior Court *prior* to resolution.
2. If a Felony case is resolved as a Misdemeanor, a reduced rate of Four Hundred dollars (\$400) will be paid for such a case. **Failure to disclose such resolution by Attorney at time of final billing shall be cause for immediate termination of Agreement by County under the provisions specified herein.**
3. **Compensation for Special Action Work:** Any special action work performed for cases assigned under this solicitation shall not be compensated.
4. **Compensation for Felony Dismissals Prior to Arraignment. Assigned felony cases that are dismissed at the lower court level or prior to the client being arraigned shall not be compensated as an assigned case under the terms of this Agreement per the following:**
 - a. Any assigned Felony cases which are Non-Filed, or Dismissed by pleading of the Mohave County Attorney, or due to failure of the Mohave County Attorney to timely file a charging document, shall be paid at the hourly rate for work actually performed by the Attorney, not to exceed the misdemeanor rate. For such cases, Attorney shall submit a billing indicating actual time spent on behalf of the client and Attorney shall be paid the rate of sixty (\$60.00) dollars per hour for such work, not to exceed the maximum flat rate of Four Hundred dollars (\$400).
 - b. In the event Attorney submits a claim for full flat rate payment prior to such a dismissal or non-filing, the County may withhold payment on future claims submitted by Attorney up to the amount of the payment on such a claim, until such time as Attorney provides an accounting and modified claim based on actual time dedicated to such dismissed or non-filed case. Alternatively, Attorney may provide the Office of Indigent Defense Services with a credit memo to be applied towards future payments.
5. **Cases Involving Withdrawal/Substitution of Counsel:** Attorney shall submit to the Office of Indigent Defense Services an itemized billing statement for the professional services actually rendered for cases in which attorney withdraws from representation prior to final resolution. Attorney shall be compensated at the hourly rate of sixty (\$60.00) dollars per hour for the time actually worked, provided that any such compensation shall not exceed the applicable flat rate amount as specified within this Agreement absent a prior showing by Attorney of entitlement to additional compensation.
6. **Compensation for Miscellaneous Assignments:** Attorney may, on occasion, be assigned representation in miscellaneous matters, including but not limited to, material witness representation or cases in which the circumstances do not necessarily apply to this Agreement. If assigned to any such matter, the Indigent Defense Services Director, in addition to the Procurement and Centralized Services Director shall enter into a Letter of Engagement for services with Attorney. Such Letters of Engagement shall negotiate a compensation rate and be reported to the Board of Supervisors for ratification and approval.
7. **Compensation for Cases Where the Court Issues a Bench Warrant for Arrest:** In the event that the court issues a bench warrant for any cases assigned under this solicitation, IDS may request an itemized billing statement from attorney for legal services rendered. Upon such request by IDS, Attorney shall submit to the Office of Indigent Defense Services an itemized billing statement for the professional services actually rendered and shall be compensated at the rate of Sixty Dollars (\$60.00) per hour for the time actually worked, provided that any such compensation shall not exceed the applicable flat rate amount set forth absent a showing by Attorney of entitlement to additional compensation as specified

within this Agreement. Attorney also agrees to continue representation of the defendant should the client be arrested within one-hundred eighty (180) days after the warrant is issued.

8. **Compensation for Cases Directly Appointed from the Bench:** Upon acceptance of an appointment made from the bench on any criminal matter, Attorney agrees to accept appointment pursuant to the terms and conditions set forth herein.
9. **Ordinary Expenses:** The parties contemplate and agree that ordinary expenses involved in the representation of indigent clients under this Agreement are not reimbursable, but instead are included in the contract prices specified herein. Ordinary expenses include, but are not limited to:
 - a. Office overhead
 - b. Facsimiles
 - c. Postage
 - d. Copying expenses
 - e. Computer and Westlaw/Lexis charges
 - f. Messenger services
 - g. Support staff expenses
 - h. Office supplies
 - i. Mileage, travel and lodging expenses for local attorneys.

D. Travel: All travel for which reimbursement or compensation is requested under the terms of this solicitation for Attorney(s), witnesses, or experts must be pre-approved and scheduled through the Office of Indigent Defense Services (IDS). Attorney may not seek reimbursement for mileage and bill for travel time; Once approved by IDS, attorney may choose to be reimbursed at the current County rate for mileage, or bill for time at one half the contracted hourly rates for time spent on approved traveling. General travel within the geographic limits of Mohave County is not to be billed for either mileage or time.

E. Extraordinary Expenses: Before incurring any extraordinary expenses, Attorney must seek approval from the Office of Indigent Defense Services (IDS). If approved, IDS shall specifically set forth the authorized expenditures and monetary limits of such authorization. If the Office of Indigent Defense Services (IDS) denies Attorney's request for any such extraordinary expenses, Attorney may file a motion seeking a court order for the approval and expenditure of such expenses by IDS. Any such motion must be filed within sixty (60) days of the IDS' notice of denial to the Attorney.

1. Any motion filed pursuant to this section should indicate that the request was submitted to the Office of Indigent Defense Services (IDS) and denied and should include as exhibits the original request and denial. If any such extraordinary expenses are approved by the Office of Indigent Defense Services (IDS), Attorney shall invoice and bill the extraordinary expenses separately through the Office of Indigent Defense Services (IDS), with the invoicing and billing being done in accordance with the claim submittal requirements set forth herein. "Extraordinary expenses" include, but are not limited to:
 - a. Transcripts
 - b. Clothing for an indigent client
 - c. Lodging - per diem
 - d. Witness fees
 - e. Subpoena fees
 - f. An unusually large number of copies or phone calls.

2. Failure to obtain prior approval will result in non-payment for any expenditure and the debt shall become the personal responsibility of the Attorney. At the sole discretion of the Contract Administrator, any such non-approved costs which are incurred, may be paid and deducted from amounts otherwise due and owing to the Attorney.
3. If billed expenses exceed the IDS authorization or Court Order the Contract Administrator is not obligated to pay any such overage and the overage becomes the personal responsibility of the Contractor.
4. At the sole discretion of the Contract Administrator, any such cost exceeding authorization which is incurred, may be paid and deducted from amounts otherwise due and owing to the Contractor.
5. When billing for reimbursement, receipts for all expenses must be attached. All expenses must be approved by the Contract Administrator prior to incurring the expense.

VII. **PROFESSIONAL SERVICES:**

- A. **Professional Services and Allotments:** Upon request from Attorney, IDS may authorize expenses for the usage of professional services involved in the representation of indigent clients. Professional services may include, but are not limited to: expert witnesses, investigations, interpreters, and transcriptionists. Attorney may utilize any professional service provider necessary to provide effective legal representation. Attorney is tasked with assuring that the provider meets any licensures, education and/or training requirements. IDS shall limit the allotment of funds to be utilized for professional services based upon case type, in the amounts listed below:
 1. **Misdemeanor Cases:** One Thousand Dollar (\$1,000.00).
 2. **Major Felony/Felony Cases:** Two Thousand Five Hundred Dollars (\$2,500.00).
- B. **Requests for Funding:** Attorney shall request the approval of these funds by submitting an Administrative Request for Funding to the Office of Indigent Defense Services. Should IDS deny the request, or should the required funding exceed the allotments provided herein, Attorney may motion the court for review and approval of the funds. Once approved, Attorney is obligated to provide a scope of work to the provider and assure that they remain within their allocated funding sums. Should additional funding be required, Attorney shall motion the court for review and approval of additional funds. IDS reserves the right to withhold payment from Attorney should their selected provider exceed their allocated funding for services. The amount withheld from Attorney shall be no more than the providers fees that exceed the allocation amount. Failure to obtain prior approval will result in non-payment for any expenditure and the debt shall become the personal responsibility of the Attorney. At the sole discretion of the Contract Administrator, any such non-approved costs which are incurred, may be paid and deducted from amounts otherwise due and owing to the Attorney.
- C. **Review of Claims:** Upon submission of claim to IDS by professional service provider, IDS may ask Attorney to review the claim to assure services billed were indeed provided. Should any concerns or discrepancies be identified, Attorney shall facilitate a resubmittal of the claim by the provider.

- ## VIII. **APPEALS AND POST-CONVICTION RELIEF:** In the event any post-conviction proceeding is taken on behalf of a client, Attorney shall cooperate fully with the client and any counsel hired or appointed to represent the client in such matter. Cooperation includes the timely production of a full and complete copy of the client file. **Attorney may not charge for copies of any material in the file without approval of the Office of Indigent Defense Services (IDS).** Attorney must make any request for payment for copies in writing to the Office of Indigent Defense Services (IDS). The Office of Indigent Defense Services (IDS) may at its discretion provide copying service in lieu of approving payment for outside copying costs to be incurred by Attorney. Failure to timely produce a file upon request by a client or post-conviction counsel shall be considered malfeasance and may, at the sole and absolute

discretion of the County, be deemed to constitute a substantial and material breach of this Agreement and grounds for immediate termination of all further contractual obligations of Mohave County under this Agreement. If Attorney withholds a client file from the client or post-conviction relief counsel, Mohave County may withhold payments to Attorney on non-related cases until such time as the file is produced in its entirety.

IX. RECORDS AND REPORTS: Contractor shall create and keep detailed and accurate case logs, final disposition records and time sheets relating to the representation. Contractor will periodically report on a timely basis data and statistics to the Contract Administrator as requested by IDS. Failure to submit case logs, final disposition records and time sheets in the time and manner specified by IDS will result in withholding compensation until the contractor is in compliance. Contractor shall make available for inspection and copying by the County all records and accounts relating to the work performed or the services provided under the Contract **except any document that is privileged as an attorney-client communication or work-product**. Contractor shall safeguard confidential and privileged information in accordance with all applicable laws, rules, and regulations. Contractor shall serve as custodian of record of client's file and provide copies of that file upon request by the client. Contractor will retain records in accordance with the retention schedules established by the Arizona State Library.

X. ASSIGNMENT OF CASES, CLAIMS SUBMISSION AND PAYMENT PROCEDURES

- A. Case Assignments:** Case assignments will be made to Attorney by the Office of Indigent Defense Services (IDS) through use of an Individual Contract Addendum (“**Addendum**”).
- B. Submission of Claims:** Attorney acknowledges and understands that Mohave County functions on a Fiscal Year basis with each fiscal year beginning July 1st through June 30th. Thus, timely submission of claims for payment is critically important to Mohave County's operations as well as to ensure timely payment to Attorney under the terms of this contract. Attorney will not be entitled to payment absent compliance with A.R.S. § 11-622 as well as the following provisions.
- C. Flat Rate Claims:** Submit a countersigned Addendum to the Office of Indigent Defense Services within sixty (60) days of receipt of assignment of each case in order to receive payment. The Office of Indigent Defense Services (IDS) may grant extensions of time upon receipt from Attorney of an adequate written request and justification for an extension of time to submit a claim. If Attorney fails to submit a claim/countersigned Addendum or an adequate written request and justification for an extension of time to submit a claim/countersigned Addendum within sixty (60) days of the issuance of an Addendum to Attorney by the Office of Indigent Defense Services, Attorney shall be deemed to have waived and forfeited any claim for compensation under the Addendum and/or for services rendered to the indigent client under the assigned case, the claim shall be deemed void, and Mohave County shall have no obligation to pay any compensation to Attorney under this Agreement or the Addendum for work performed by Attorney on the case assigned to Attorney by the Addendum.
- D. Additional Compensation Claims:** If the Office of Indigent Defense Services (IDS) approves Attorney's Request for Additional Compensation in excess of the flat rate amount specified herein for time in excess of twenty-five (25) hours expended on a case, Attorney shall be compensated by the County at the rate of sixty (\$60.00) dollars per hour for all time in excess of twenty-five (25) hours expended on the case. Attorney must submit a Request for Additional Compensation to the Office of Indigent Defense Services (IDS) **prior** to performing work in excess of twenty-five (25) hours on the assigned case or Attorney shall be deemed to have waived and forfeited all rights to any such additional compensation, and, upon the Office of Indigent Defense Services' approval of such request for additional compensation, must submit claims and itemized billing statements/invoices for the professional services actually rendered in excess of twenty-five (25) hours to the Office of Indigent Defense Services on a monthly basis.

Please Note: Submission by Contractor of billings identified and verified as false shall result in immediate grounds for termination of contract by IDS.

- E. **Billing Format:** Such written claims and itemized billing statements/invoices must clearly identify the time spent on the case, as well as the time broken down into one-tenth (1/10) of an hour increment, to include the first twenty-five (25) hours of work on the case. Billing statements/invoices must be sufficiently detailed to allow for a determination of the type of work, date of work and length of work on a daily basis. Time spent on administrative tasks such as opening and creating physical files, setting up time keeping files and creation of computer files is not considered legal representation for purposes of this Agreement and any time billed for such administrative tasks will not be paid.

Please Note: Submission of billing statements/invoices by Contractor that do not comply with the requisites specified herein will not be accepted by IDS for purposes of verification and authorization of payment as based on the volume of claims processed by IDS, its staff cannot be burdened with trying to discern payment information that is submitted in a format that is non-compliant with the requisites specified herein.

- F. **Final Billing:** Final billing must be submitted within sixty (60) days of acquittal, sentencing, filing of a notice of appeal, or other termination of Attorney's obligation for representation under this Agreement. Extensions may be granted upon written request and justification timely submitted by Attorney to the Office of Indigent Defense Services.

Please Note: Attorney shall be deemed to have waived and forfeited payment upon failure to submit a final claim and billing invoice to IDS within sixty (60) days after conclusion of professional services. Attorney may submit a request and justification for extension of time if necessary.

- G. **Under no circumstances may Attorney solicit outside compensation from clients assigned to Attorney under this Agreement for work to be performed by Attorney under this Agreement.** The County understands and agrees, however, that Attorney is available and able to represent private clients.

- H. **Assignments:** It is understood that the County neither agrees to use Attorney nor to guarantee Attorney a specific number of appointments under this Agreement.

- XI. **TERM:** The term of any qualification shall be for a period not to exceed ten (10) years from the date of Notice of Qualification issued by the County's Procurement Department on behalf of IDS, with an initial term of three (3) years, automatically renewable with seven (7) one-year increments pursuant to the terms of this solicitation unless notice of termination is provided by either party herein.

XII. **EARLY TERMINATION**

- A. **Termination without Cause:** The parties may terminate this Agreement at any time if they mutually agree to do so in a written document signed by both parties. In addition, either party to this Agreement may terminate this Agreement unilaterally, with or without cause, prior to the normal expiration of its term by providing the other party with no less than thirty (30) days advance written notice of termination.
- B. **Termination for Cause:** Mohave County may terminate this Agreement unilaterally prior to the normal expiration of its term by providing Attorney with no less than five (5) days advance written notice of termination in the event that Attorney commits a substantial breach of Attorney's obligations or warranties under this Agreement.
- C. **Post-Termination Obligations:** In the event that this Agreement is terminated prior to the normal expiration of its term, Attorney shall not be required to accept appointments to provide legal representation to indigent clients after the date of termination of this Agreement. However, Attorney shall continue to represent any

indigent clients Attorney was appointed to represent under the terms of this Agreement prior to the early termination date until Attorney's obligations hereunder have been discharged as to those indigent clients, except as otherwise set forth herein, notwithstanding any early termination of this Agreement; provided, however, that if Office of Indigent Defense Services (IDS) determines that it will be in the best interest of the affected indigent client(s) to release Attorney from all or a portion of those obligations and advises Attorney in writing of such determination, Attorney shall be released from said obligations in accordance with the Office of Indigent Defense Services' (IDS) determination, and the Office of Indigent Defense Services (IDS) will be responsible for providing the designated representation.

- D. Conflict of Interest:** This Agreement is subject to cancellation or termination by Mohave County pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by this reference.
- E. Further negotiations:** In the event that circumstances arise that may prevent Attorney from providing effective assistance of counsel, the parties agree that the County shall confer and make reasonable efforts to reach an agreement or a temporary modification of this Agreement which will enable Attorney to provide effective assistance of counsel to the indigent clients assigned to Attorney under this Agreement.
- F. Cooperation:** Attorney shall assist the County in monitoring Attorney's performance of the Contract. Attorney shall carefully plan in order to perform duties under this Contract timely and effectively. Attorney shall not commit or permit any act that will interfere with the performance of work by the Contract Administrator.
- G. Compliance with law:** Attorney will comply with all laws, including rules and regulations of all governmental accrediting and regulatory authorities, including the State of Arizona, State Bar of Arizona relating to the licensure and regulation of attorneys. In the event that Attorney has any adverse ruling (including public or private censure, probation, suspension or disbarment) by the Arizona Supreme Court, or Arizona State Bar, on an interim or other basis, Attorney must notify the Contractor Administrator immediately. Failure to give such notice may result in termination of Attorney's Contract(s).

XII. MISCELLANEOUS:

- A. Change of Address/Firm:** Attorney shall promptly notify the Contract Administrator in writing of any changes to telephone numbers, email addresses and business addresses. If Attorney's business changes it will modify the contract Attorney has with the County. Contract Administrator requires that Attorney promptly notify Contract Administrator in writing of any such change including any changes required for payment.
- B. Weapons Policy:** No weapons, loaded or unloaded, props or real, are to be brought into the Courthouse buildings.
- C. Subject to the Availability of Funds:** Contract Administrator shall pay the above compensation upon receipt of an original signed invoice indicating time spent on work performed. Such invoice shall be submitted in accordance with the terms set forth within this Agreement.
- D. Tax:** No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied.
- E. Credits and Debits:** If it is determined that an overpayment has been made on any invoice for any reason, the County may withhold the amount of such overpayment from future payments. Any such withholding shall be clearly communicated to the Attorney as to the amount and reason for such withholding at or before the actual withholding from a subsequent invoice. Alternatively, Attorney may submit a Credit Memo to the Office of Indigent Defense Services to be posted against future claims.

SPECIAL TERMS AND CONDITIONS

- A. INSURANCE PROVISIONS: COVERAGE:** Contractor shall provide a Declarations Page for a current certificate of insurance for errors and omissions (professional malpractice) coverage in an amount not less than \$250,000/\$500,000. Errors and omissions coverage shall remain in force during the entire term of the Contract. In the event Contractor's insurance is terminated or suspended, Contractor shall immediately give written notice to the Contract Administrator. Failure to provide proof of errors and omissions coverage during any period of the contract shall result in its immediate termination for cause. **Mohave County shall be provided with an updated copy of such policy on an annual basis, or upon request by Mohave County.**
- B. INSURANCE CONDITIONS:**
1. Contractor shall not be entitled to liability coverage or costs of defense from County or its Self-Insurance Trust from liability or any other claims arising from Contractor's performance under the contract.
 2. Contractor agrees to defend the County and hold it harmless from any claim that may arise from Contractor's performance of the Contract.
- C. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Offeror certifies:
1. The submission of the offer did not involve collusion or other anti-competitive practices.
 2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461, et seq.
 3. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 4. The Offeror submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the company and has the authority to bind the Offeror to the contract.
- D. TERMINATION OF CONTRACT:**
1. This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.
 2. The County reserves the right to cancel the whole or any part of this contract due to failure of contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to contractor for acting or failing to act as in any of the following:
 - a. In the opinion of the County, Attorney provides personnel that do not meet the requirements of the contract.
 - b. In the opinion of the County, Attorney fails to perform adequately the stipulations, conditions or services/specifications required in this contract.
 - c. In the opinion of the County, Attorney attempts to impose on the County personnel or services which are of an unacceptable quality.

- d. Attorney fails to furnish the required service within the time stipulated in the contract.
- e. If, in the opinion of the County, Attorney fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that contractor will not or cannot perform to the requirements of the contract.

E. CONTRACT TERM: The initial term of any Contract resulting from this solicitation shall be three (3) years from the date of final signature of the Contract. At the end of the initial term, the Contract shall automatically renew for a one (1) year period and continue to automatically renew annually for up to seven (7) one (1) year periods pursuant to the terms of this solicitation unless notice of termination is provided by either party prior to the end of the Contract term or the Contract is otherwise terminated. Indigent services contract are not valid until approved and signed by the County's Board of Supervisors.

F. ASSIGNMENT - DELEGATION:

- 1. No right or interest in this contract shall be assigned by Offeror without prior written permission of the County, and no delegation of any duty of Offeror shall be made without prior written permission of the County.
- 2. Either party to the resulting contract may terminate the contract without cause, upon thirty (30) days prior written notice to the other.
- 3. This contract may be terminated by Mohave County upon ten (10) days of written notice with cause resulting from any of the following:
 - a. Failure of Offeror to maintain required insurance.
 - b. Failure of Offeror to perform the service.

G. CONFIDENTIALITY OF RECORDS:

- 1. Attorney shall establish and maintain procedures and controls, that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract.
- 2. Persons requesting such information should be referred to the County. Attorney also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

H. CERTIFICATES AND LICENSES: Attorney shall possess all necessary and valid licenses and certificates required for performance of the work specified herein. Current copies of all applicable licenses and certificates shall be provided to the County within twenty-four (24) hours upon demand at any time prior to and during the contract term.

I. QUALITY OF WORK: Attorney shall be responsible for the professional quality and technical accuracy of the services provided under this contract. Attorney shall perform the services under this contract in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable Federal, State and Local statutes, rules, codes, laws, ordinances, regulations and restrictions.

STANDARD TERMS AND CONDITIONS

- A. AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
- B. APPLICABLE LAW:** This contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.
- C. ARBITRATION:** It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
- D. ASSIGNMENT OR DELEGATION:** No assignment of this Agreement or subcontract shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the advance written approval.
- E. CONFIDENTIALITY OF RECORDS:** The Provider shall establish and maintain procedures and controls that are acceptable to the Department and Arizona Department of Health Services for the purpose of assuring that no information contained in its records or obtained from the Department or from others in carrying out its functions under this Contract shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Contract.
- F. CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Provider.
- G. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
- H. ENFORCEMENT, LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Provider must comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein.
- 1.** Provider shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Provider.
- I. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the County and shall not be used by the Provider or any other person except with the prior written permission of the County.
- J. FORCED LABOR OF ETHNIC UYGHURS CERTIFICATION:** Pursuant to A.R.S. §35-394,

1. Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use:
 - a. the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
 2. If Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify Mohave County within five business days after becoming aware of the noncompliance. If the Contractor does not provide Mohave County with a written certification that the Company has remedied the noncompliance within 180 days after notifying Mohave County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.
- K. FORCE MAJEURE:** Except for the payment of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure will not include a late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
1. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must immediately notify the other party in writing of such a delay at the commencement thereof, and further specify the causes of the delay in the notice. Such notice must be hand-delivered, mailed certified-return receipt, or emailed and must make a specific reference to this article, thereby invoking its provisions. The delayed party must make all reasonable efforts to overcome conditions causing a delay as soon as practicable and must notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time required to overcome the Force Majeure or the time required to overcome the effects of the Force Majeure that delayed the party from performing in accordance with this Contract.
- L. GRATUITIES:** The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- M. INDEMNIFICATION:** To the fullest extent allowed by law, Contractor must indemnify, defend, and hold harmless Mohave County, and its officers, officials, agents, supervisors, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee must, in all instances, except for Claims arising solely from the negligent or willful misconduct of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against Mohave County, its officers, officials, agents, supervisors, and employees for losses arising from the work performed by the Contractor for Mohave County.

1. The scope of this indemnity will not be limited by the Insurance Requirements contained herein. This indemnification paragraph shall survive the termination of this Agreement.
- N. **INDEPENDENT PROVIDER:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
1. The Provider is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Provider should make arrangements to directly pay such expenses, if any.
 2. The County will not provide any insurance coverage to the Provider including Workmen's Compensation coverage.
- O. **INTERPRETATION - PAROL EVIDENCE:** This Contract is intended by the parties to be the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of the agreement. No course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract is not relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- P. **ISRAEL BOYCOTT CERTIFICATION:** In accordance with A.R.S. §35-393.01, "The Company certifies that it is not currently engaged in , and agrees for the duration of the contract to not engage in a boycott of Israel." Violation of this certification by the Contractor may result in action by the County up to and including termination of this Agreement.
- Q. **LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable, pursuant to the provisions of A.R.S. § 41-4401, the contractor hereby warrants that it is in material compliance with all federal immigration laws and regulations that relate to its employees and with the E-verify requirements set forth in A.R.S. § 23-214 (A).
- R. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.
- S. **LIENS:** All materials, services, and other deliverables supplied to the County under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all liens.
- T. **MOHAVE COUNTY SEAL USE:** Pursuant to A.R.S. §11-251.17 a firm or individual is NOT permitted to use, display or otherwise employ a copy or other resemblance of the Mohave County seal without obtaining approval from Mohave County Board of Supervisors.
- U. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.
- V. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- W. **RECORDS:** Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.

- X. RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
- Y. RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
- Z. SCRUTINIZED BUSINESSES:** In accordance with A.R.S. § 35-391.06 and A.R.S. § 35-393.06, the Contractor hereby certifies that it does not have any scrutinized business operations in Sudan or Iran.
- AA. SEVERABILITY:** The provisions of this Contract are severable in the sole discretion of the County, to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- BB. SUBSEQUENT EMPLOYMENT:** This Agreement is subject to the provisions of A.R.S. Sec. 38-511.
- CC. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
- DD. VISITATION AND INSPECTION:** Provider agrees that the Department and any other appropriate agencies of the State or Federal Government, or any of their duly authorized representatives, shall have access to the Provider's facilities and the right to examine any books, documents, and records of the Provider, involving transactions related to the Contract and that such books, documents, and records shall not be disposed of except as provided herein.
- EE. WAIVER:** The failure of either party of this Agreement to take action with respect to any conduct of the other which is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.
- FF. WARRANTIES:** Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

Contract Rate Schedule:

First Felony Cases:	\$800.00
Second or Subsequent Active Felony Cases:	\$400.00
(Where such case(s) are related to an already assigned case)	
Criminal Probation Violations:.....	\$300.00
Misdemeanors and Felonies	\$400.00
(Resolved in a Justice Court with <u>no</u> Superior Court appearances)	
Juvenile Cases:	\$400.00
Juvenile Probation Violations:	\$300.00
Guardianships:.....	\$60.00 per hour
Hourly Rate as allowed:	\$ 60.00

Terms

Payment:.....**Net 30**

Contractor Information:

Contractor Name (Legal Business Name):	_____
Contractor Tax Payer Identification Number	_____
Firm Telephone Number (including area code):	_____
Firm Fax Number (including area code):	_____
Firm's Contact (Name / Title):	_____
Firm's Contact Telephone (including area code):	_____
Firm's Contact Email Address:	_____
Firm's Street Address (including City/State/Zip)	_____
Firm's Mailing Address (including City/State/Zip)	_____

OFFER FORM

TO MOHAVE COUNTY:

The Undersigned hereby offers and agrees to furnish services in compliance with all terms, conditions, specifications, and amendments specified herein.

FIRM NAME

AUTHORIZED SIGNATURE

DATE OF SIGNATURE

PRINT FULL LEGAL NAME

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The attorney is now bound to provide the services and materials specified in the Contract. This Contract shall be referenced as _____ - _____ -IDS.

Attorney has been cautioned not to commence any billable work or to provide any material service under this contract until receipt of a written Notice to Proceed from County's Indigent Defense Services Administrator.

Awarded this _____ day of _____, 20_____.

AUTHORIZED SIGNATURE

CONTRACTOR'S CHECKLIST

Following is a checklist of items that responding Contractor(s) shall include in their response to this solicitation. Review / Approval shall be made by Mohave County's Office of Indigent Defense Services (IDS) in coordination with the County's Procurement Department.

1. Photo or Copy of Certificate of Graduation/Diploma and/or Official Transcript from Accredited Law School.
2. Copy of State Bar of Arizona Bar Card with Bar Number.
3. Resume/Curriculum Vitae
4. Responses to Partners and/or Associates, Section IV.
5. Copies of all required insurance certifications specified under SPECIAL TERMS AND CONDITIONS.
6. Completed PRICE SHEET with all information specified provided by Applicant.
7. Signed OFFER FORM – please submit two (2) signed originals of the Offer Form.

Submit the above documentation to:

Mohave County Procurement Department

700 West Beale Street | P.O. Box 7000

Kingman, AZ 86402-7000

Telephone: (928) 753-0752, Extension 4458

Attention: Josh Kant-Wood, Procurement Officer Trainee

For Questions, You May Contact:

KantWJ@mohave.gov