



**COUNTY OF MOHAVE COUNTY
PROCUREMENT DEPARTMENT**

700 West Beale Street, First Floor East

Kingman, AZ 86402-7000

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**CJS 10-ATTY-01
INDIGENT DEFENSE ATTORNEY SERVICES
PRE-QUALIFIED CONTRACT COUNSEL LIST
FROM DATE OF AWARD – CONTINUOUS
FOR
CRIMINAL JUSTICE SERVICES (CJS)**

The Mohave County Office of Criminal Justice Services (CJS) 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 the Office of Criminal Justice Services (CJS). This solicitation encompasses the following areas of criminal defense practice:

- 1) Adult Felony
- 2) Adult Misdemeanor
- 3) Adult Probation Violations
- 4) Juvenile Felony
- 5) Juvenile Misdemeanor
- 6) Juvenile Probation Violations

This solicitation is intended to replace all current County contracts for the above noted practice areas that are currently in effect. Current contractors **MUST** re-apply in order to continue to be assigned to cases in Mohave County. All contracts in existence prior to April 1, 2010, **shall be void effective July 1, 2010**. All assignments made to contractors pursuant to an award under this solicitation shall be at the compensation schedules specified within this solicitation. **Please Note:** Any assignments made by CJS prior to the effective date of this solicitation shall be at the rate in effect prior to 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 to ensure both adequate competition and fulfillment of CJS requirements.

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 interchangeably 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.

The term of any qualification shall be for a period not to exceed five (5) years from the date of Notice of Qualification issued by the County’s Procurement Department on behalf of CJS, with an initial term of three (3) years, renewable with two (2) one-year increments pursuant to the terms of this solicitation.

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 **Terri H. Williams, C.P.P.B., Procurement Officer**, at (928) 753-0752 Extension 1 or via email at: terri.williams@co.mohave.az.us.

ISSUED: APRIL 14, 2010

INDIGENT DEFENSE ATTORNEY REQUIREMENTS

I. TECHNICAL 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 below in Item 1. sub-sections a. through d., and *all* of the qualifications specified below in Item 2. sub-sections a. through d., to be pre-qualified for assignments based on one or more of the four respective service areas specified herein.

1. EDUCATION AND LICENSURE

- a. Applicant shall be a graduate of a fully accredited law school; *and*
- b. Applicant shall be a member in good standing with the Arizona State Bar Association; *and*
- c. Applicant shall be licensed by the Arizona State Bar Association; *and*
- d. Applicant shall maintain their good standing within the Arizona State Bar Association as well as his/her licensure for the duration of contract award if accepted by CJS as a pre-qualified Indigent Defense Attorney for placement on its roster of pre-qualified attorneys.
- e. Applicant must include with his/her application packet the following documentation:
 - 1) A copy of his/her diploma from the accredited law school from which they graduated; *and*
 - 2) A copy of a Certificate of Good Standing from the Arizona State Bar; *and*
 - 3) A copy of his/her Arizona State Bar card.

2. EXPERIENCE:

a. MAJOR FELONY

- 1) A minimum of three (3) years of relevant experience in the area of criminal law within the State of Arizona within each classification (classifications defined in Section I(B) below) in which the applicant seeks qualification; *and*
- 2) A minimum of three (3) jury trials conducted by applicant as a defense attorney for any offenses classified as major felonies within this solicitation (classifications defined in Section I(B) below); *and*
- 3) Prior direct involvement in the prosecution or defense of a case within each specific classification (classifications defined in Section I(B) below) specified herein in which the applicant seeks qualification.
- 4) For each specific classification identified in Section I (B) below, for which the applicant is seeking assignments, the applicant must provide specific reference to the experience, trials and cases described in subsections 1 through 3 above. For each item provided, the applicant should also provide a case number, opposing party, court and charges for any referenced case.

b. FELONY

- 1) A minimum of two (2) years relevant experience within the area of criminal law within the State of Arizona, in each classification in which the Applicant seeks qualification.
- 2) For each specific classification identified in Section I (B) below, for which the applicant is seeking assignments, the applicant must provide specific reference to the experience described in subsection 1 above. For each reference provided, the applicant should provide a narrative description of that experience as well as at least one reference (with contact information) who can verify such experience.

c. **MISDEMEANOR**

- 1) A minimum of one (1) year relevant experience within this area of criminal law within the State of Arizona; *and*
- 2) A minimum of four (4) bench trials or two (2) jury trials, or any combination thereof which exceeds a total of three (3) trials for misdemeanor or higher criminal offenses.
- 3) For each specific classification identified in Section I (B) below, for which the applicant is seeking assignments, the applicant must provide specific reference to the experience, trials and cases described in subsections 1 through 3 above. For each item provided, the applicant should also provide a case number, opposing party, court and charges for any referenced case.

d. **JUVENILE DELINQUENCY**

- 1) A minimum of one (1) year experience within the area of juvenile delinquency law within the State of Arizona; *and*
- 2) A minimum of twelve (12) case involvements as participating counsel for a juvenile in separate juvenile delinquency matters within the State of Arizona.
- 3) For each specific classification identified in Section I (B) below, for which the applicant is seeking assignments, the applicant must provide specific reference to the experience, trials and cases described in subsections 1 through 3 above. For each item provided, the applicant should also provide a case number, opposing party, court and charges for any referenced case.

B. **CLASSIFICATIONS.** Applicant qualifications will be determined based upon the applicant's responses to Section I of this solicitation. Qualified applicants meeting specified criteria set forth within this solicitation shall be added to CJS' roster for case assignments in the following classifications:

1. **MAJOR FELONIES**

- a. First Degree Murder (Non-Capital)
- b. Second Degree Murder
- c. All other Homicide crimes
- d. Class 2 and 3 Felony Assault Offenses
- e. Class 2 Felony Drug Offenses
- f. Sexual Exploitation of Children Offenses
- g. Crimes Against Children
- h. Class 2 – 3 Felony Sexual Offenses

2. **FELONIES**

- a. Class 3-6 Felony Drug Offenses
- b. Organized Crime Offenses
- c. Class 4 – 6 Felony Sexual Offenses
- d. Business and Commercial Fraud Offenses
- e. Arson
- f. Aggravated DUI
- g. Otherwise not listed Class 3 though 6 Felony Offenses

3. **MISDEMEANOR**

- a. DUI
- b. Otherwise not listed misdemeanor offenses

4. **JUVENILE DELINQUENCY**

- a. Sex offenses (Felony and Misdemeanor)
- b. All other Felonies
- c. All other Misdemeanors
- d. Juveniles charged either automatically or through prosecutorial discretion as adults
- e. Juvenile transfer and reverse transfers hearings

II. **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. Experience.
 3. References.
 4. Expertise.
 5. Role within your practice.

III. **CLASSIFICATION QUALIFICATIONS:** Responding Applicants **must provide** a response to each of the items listed below in their response to this bid. **Please Note: Failure to address each of the items below may deem Applicant's response as unacceptable for award or result in a failure to qualify in one or more classifications.**

- A. Detail the extent of the Applicant's experience in each of the classification areas listed in **Section I. Item A.2. Experience (pages 3-4) herein** to include the number of years the Applicant has been handling matters within each classification.
- B. Detail the number of cases handled by the Applicant in each of the classification areas listed in **Section I. Item A.2. Experience (pages 3-4) herein** for which the Applicant seeks qualification and assignment.
- C. For each classification which is listed in **Section I. Item A.2. Experience (pages 3-4) herein** as a Major Felony for which the Applicant seeks qualification, identify the case number, court, prosecutor and defender and specific charges for a minimum of three jury trials
- D. For each classification which is listed in **Section I. Item A.2. Experience (pages 3-4) herein** as a Felony and for which the Applicant seeks qualification; provide a narrative describing Applicant's relevant experience with cases within that classification.
- E. For each classification which is listed in **Section I. Item A.2. Experience (pages 3-4) herein** as a Misdemeanor and for which the Applicant seeks qualification, identify the case number, court, prosecutor and defender and specific charges for a minimum of four bench trials, two jury trials, or a combination of three or more trials.

- F. If the Applicant is seeking to become qualified for juvenile delinquency assignments, identify a minimum of twelve case involvements in separate juvenile delinquency matters in a court within the State of Arizona, identifying the case number, court, prosecutor and specific charges for each matter.

IV. SERVICES TO BE PROVIDED BY ATTORNEY

- A. During the term the Applicant is deemed qualified in any classification pursuant to this solicitation, Applicant may accept assignments made by the Office of Criminal Justice Services (CJS) to provide legal representation to indigent defendants in criminal cases, indigent juveniles in juvenile delinquency and incorrigibility proceedings, and indigent witnesses, provided that the County's Public Defender's Office and/or Legal Defender's Office have a legitimate legal conflict of interest in representing the indigent defendants, indigent juveniles, or indigent witnesses in the assigned cases. Such a "conflict of interest" may occur in, but not necessarily be limited to, situations where there are two or more defendants or juveniles being charged in any particular case, or cases where one or both of the Public Defender's Office and Legal Defender's Office have represented someone who is a victim or one of the witnesses in the assigned case. The cases assigned to Applicant may include the representation of:

1. Indigent defendants in all criminal proceedings in the Superior and Justice Courts in Mohave County, in probation violation proceedings, in de novo appeals from a Justice Court, and in special actions filed in an Arizona appellate court.
2. Indigent juveniles in all juvenile delinquency and incorrigibility proceedings in the Superior Court in Mohave County, in probation violation proceedings, and in special actions filed in an Arizona appellate Court.
3. The representation of indigent witnesses in need of and entitled to legal representation.

Please Note: Anything to the contrary herein notwithstanding, however, Applicant will not be assigned any capital cases under this Agreement.

- B. In addition to cases that involve a legal "conflict of interest," the Office of Criminal Justice Services (CJS) may assign an Attorney, at Attorney's option, who may accept appointments to represent indigent defendants in criminal cases, indigent juveniles in juvenile delinquency and incorrigibility proceedings, and/or indigent witnesses where there is no legitimate legal "conflict of interest" for either the Public Defender's Office or the Legal Defender's Office. In such cases, Attorney shall have the right to refuse to accept any appointment Attorney is asked to take. Such cases shall be referred to as "**overflow**" cases.

- C. With regard to all clients assigned to Attorney(s) under this Agreement, Attorney(s) shall:

1. Provide representation for all court proceedings that are required to provide effective representation, including, but not limited to, sentencing, any restitution hearing, and where appropriate filing a Notice of Appeal and Designation of Record.
2. Provide for personal consultation with each client Attorney is assigned to represent under this Agreement.
3. Maintain contact with each client Attorney is assigned to represent under this Agreement until the case is terminated and use reasonable diligence in notifying each such assigned client of necessary court appearances, as well as of any court action resulting from such assigned client's nonappearance.
4. Interview each client Attorney is assigned to represent under this Agreement, as quickly as possible; as well as all material witnesses.
5. Provide to each court in which Attorney enters an appearance on behalf of a contract client, a list of future dates that Attorney will be available for hearings in such court. This list shall be updated on a recurrent basis to ensure that any court, in which Attorney represents a contract client, has sufficient future available dates to set firm hearing dates. Future dates set by the court on available dates provided to the court by Attorney should not be continued, or vacated, absent exigent circumstances.

Attorney is responsible for coordinating Attorney's calendar with the court and providing competent coverage for Attorney if a scheduling conflict does arise. **In no event will the Public Defender's Office or Legal Defender's Office provide any such coverage.**

6. Attorney shall not file a Notice of Appearance or speak with an assigned client until the Attorney receives a signed Contract Addendum indicating approval of any tentatively agreed upon assignment from the Office of Criminal Justice Services (CJS).
- D. This Agreement does not extend to representation of a client on appeal or in post-conviction relief proceedings. However, Attorney shall continue to represent the client in interlocutory appeals and special actions. Moreover, if requested by the client, Attorney shall file a notice of appeal and designation of record in all cases where the client has a right to appeal. In such instances, Attorney shall provide a copy of such Notice of Appeal to the Mohave County Appellate Defenders Office.
- E. If Attorney requests a re-determination of the indigence of any person Attorney represents under this Agreement, and the court allows Attorney to withdraw from such representation based thereon, **Attorney agrees that Attorney will not subsequently represent that person in that case for a fee, without prior approval of the Superior Court.**

Attorney acknowledges that it is Attorney's responsibility to bring such instances of non-indigence promptly to the attention of the Office of Criminal Justice Services (CJS). Attorney **shall not accept compensation for a case assigned to Attorney under this Agreement outside of that contemplated by this Agreement without full disclosure of the terms of this Agreement to the client, notification to the Office of Criminal Justice Services and Superior Court of the arrangements made for compensation, and prior approval of the Office of Criminal Justice Services (CJS).**

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. In addition, it is understood that the County neither agrees to use Attorney exclusively nor to guarantee Attorney a specific number of appointments under this Agreement.

- F. In performing Attorney's obligations under this Agreement, Attorney shall comply with the Rules of Professional Conduct for attorneys practicing law in the State of Arizona, the Arizona Supreme Court's rulings on the standards for effective assistance of counsel as set forth in *State v. Smith*, 140 Ariz. 355, 681 P.2d 1374 (1984) and *Zarabia v. Bradshaw*, 185 Ariz. 1, 912 P.2d 5 (1996), State and Local court rules, and all applicable Local, State, and Federal laws, statutes, ordinances, rules, and regulations. Attorney also shall comply with the Standards of Representation adopted by the Arizona Public Defender Association (<http://www.apda.us/forms/Attorney%20Performance.pdf>) as modified and in effect during the term of this Agreement.
- G. Attorney shall exercise independent professional judgment in determining the goals of representation and the manner of achieving those goals, and shall provide prompt, professional, ethical, diligent, and honorable representation for all persons Attorney is assigned to represent under the terms of this Agreement. Attorney shall devote such time to the cases assigned as is necessary to provide competent, effective, and timely legal assistance and representation to the persons Attorney is assigned to represent under this Agreement.
- H. Attorney shall continue to represent any indigent clients that Attorney is appointed to represent under the terms of this Agreement **at no additional charge to the County upon expiration of the term of this Agreement or early termination of this Agreement until Attorney's obligations under the provisions of this Agreement have been discharged, including but not necessarily limited to continuing all representations undertaken under this Agreement until final disposition of the cases by dismissal with prejudice or judgment and sentencing, except as otherwise set forth in Section V. Item G (page 9) herein.**

- I. The parties to this Agreement contemplate that, unless otherwise specifically provided for in this Agreement, or otherwise specifically agreed to by the Office of Criminal Justice Services (CJS), in writing, substantially all of the services to be rendered under this Agreement are to be provided by Attorney.

The parties understand and agree, however, that from time to time, illness, vacation, or other circumstances may prevent Attorney from providing some of the services specified herein personally.

In such events, some of the services required to be provided by Attorney under the terms of this Agreement may be performed by lawyers duly licensed to practice law in the State of Arizona, who are acting as the agents or employees of Attorney. Attorney agrees to provide substitute representation in court when Attorney is unable to appear at any court proceeding for any reason and is unable to obtain a continuance from the court to enable Attorney to handle the proceeding at a later time. Attorney is responsible for insuring that coverage by any such substitute attorney does not create a conflict or other ethical problem. All proposed responsible substitute attorneys are subject to approval by the Office of Criminal Justice Services (CJS) and the applicable court.

Substitute attorneys must meet the minimal requirements necessary for Attorney, unless Attorney specifically requests that the substitute attorney be allowed to act in a restricted fashion (e.g., on misdemeanors only, at initial appearances only, etc.). The names of such substitute attorneys shall be on file with the Office of Criminal Justice Services (CJS) and the presiding judge of the Mohave County Superior Court during the term of this Agreement. Said substitute attorneys listing, as provided by Attorney, under the terms of this Agreement, shall be maintained as current at all time with the Office of Criminal Justice Services (CJS).

- J. In the event a conflict of interest is discovered after assignment has been accepted by Attorney, or other circumstance which Attorney believes justifies the re-assignment of an appointed case to another attorney, Attorney shall notify the Office of Criminal Justice Services (CJS), **prior** to seeking court approval of Attorney's withdrawal from the case. The Office of Criminal Justice Services (CJS) will provide Attorney with the name and address of another available attorney on the list of contract conflict attorneys if one can be identified prior to Attorney filing a Motion to Withdraw. In Attorney's Motion to Withdraw, Attorney shall provide the name and address of such attorney to the court, specifying that it is the name provided to Attorney by the Office of Criminal Justice Services (CJS) as a contract conflict attorney willing to accept the assignment. Cases in which Attorney withdraws from representation shall be compensated as set forth herein under **Section V. Item E. (page 11)**.
- K. Attorney expressly warrants that he/she and any other person providing legal representation pursuant to this Agreement on behalf of Attorney is an attorney at law, licensed and in good standing in the State of Arizona, and that such person(s) is qualified by reason of competence, training, and experience to provide the designated legal services specified herein. Attorney understands and acknowledges that if the license to practice law in the State of Arizona held by Attorney or any other person providing legal representation pursuant to this Agreement on behalf of Attorney is suspended or terminated, such suspension or termination may, at the sole and absolute discretion of the County, be deemed to constitute a substantial and material breach of this Agreement.
- L. Attorney shall preserve all client files and materials related to this Agreement for the length of time required for the retention of public records as follows:
1. Felony Cases: Ten (10) years after final disposition of the case.
 2. Misdemeanor Cases: Five (5) years after final disposition of the case.
 3. Juvenile Cases: Five (5) years after final disposition of the case.
 4. Petitions to Revoke Probation: Length of time for the underlying offense.
- The date of final disposition of the case begins on the date on which the latest of the following events occurs:
1. Acquittal of all Charges.
 2. Dismissal (with or without prejudice).
 3. Termination of all probation (this includes periods of extended probation regardless of the reason).
 4. Completion of all incarceration, to include community supervision, parole, or other supervised release; or
Final disposition of all post-conviction matters (appeals, Rule 32 proceedings and Habeas proceedings).
- M. 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 Criminal Justice Services (CJS). Attorney must make any request for payment for copies in writing to the Office of Criminal Justice Services (CJS). The Office of Criminal Justice Services (CJS) 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.

N. Alternatively, after final disposition of a case, Attorney may provide the client file and all materials related to it to the Office of Criminal Justice Services (CJS) for partitioned digital storage. By submitting a written request for the return of the file to the Office of Criminal Justice Services (CJS) at the time of the submission of the file to that office, Attorney may require the Office of Criminal Justice Services (CJS) to return the file to Attorney after it has been digitally stored.

If Attorney does not provide such a written request to the Office of Criminal Justice Services (CJS) upon submission of the file to the Office of Criminal Justice Services (CJS), the Office of Criminal Justice Services (CJS) need not return the file to Attorney and the Office of Criminal Justice Services may store and dispose of the file in accordance with the adopted records retention policies of Mohave County then in existence.

V. 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. Attorney shall not bill for nor be compensated for 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. Additionally, Attorney may not bill for internal administrative costs related to file preparation, billing, opening or closing files, establishing billing files, administrative communications with the Office of Criminal Justice Services (CJS), or any other similar administrative procedures that do not involve legal skills.

A. Flat Rate Amounts of Compensation: For each applicable case assignment, Mohave County shall pay Attorney the following flat rate amounts per case category:

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 Cases:** Four Hundred Dollars (\$400.00).
6. **Juvenile Probation Violations:** Three Hundred Dollars (\$300.00).

In order to be paid the full rate Eight Hundred Dollars (\$800.00) for a Felony case, the initial claim request must be accompanied by a Minute Order indicating that the case was removed to Superior Court *prior* to resolution. If a Felony case is resolved as a Misdemeanor a reduced rate of Four Hundred dollars (\$400) will be paid for such a case. 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. **See Section V. Item D.** (page 10) herein.

For such cases, Attorney shall submit a billing indicating actual time spent on behalf of the client and Attorney shall be paid at the rate of Sixty dollars (\$60.00) per hour for such work, not to exceed the maximum flat rate of Eight Hundred dollars (\$800.00). In the event a case is 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 and the attorney does not file an hourly accounting of time spent on behalf of the client, the Office of Criminal Justice Services (CJS) may withhold the full amount of any sums paid on such case from other amounts owing to the Attorney, until such time as an accounting is submitted and a reconciliation of any overage payments to the Attorney is made.

- B. Compensation for Special Action Work.** Attorney will not be entitled to any additional compensation over and above the flat rate amount set forth in **Section V. Item A** herein for the first twenty-five (25) hours of time spent on case work or special action work in connection with a pending assigned case. Provided, however, that, upon Attorney's complying with **Section V. Item C**, herein (page 10) and **Section VI. Item B**, herein (page 13) of this Agreement, Attorney may bill the County at a rate of Sixty Dollars (\$60.00) per hour for special action work occurring after the regular case work and special action work combined exceeds twenty-five (25) hours.
- C. Additional Compensation for Complex or Protracted Cases.** If the time necessary to effectively represent an indigent client under this Agreement is expected to exceed twenty-five (25) hours per assigned case because of the complex or protracted nature of the case, Attorney may make application to the Office of Criminal Justice Services (CJS) for payment in excess of the flat rate amount specified in **Section V. Item A**, herein (page 9). If seeking such additional compensation, Attorney shall file a Request for Approval of Additional Compensation with the Office of Criminal Justice Services (CJS) within six (6) months of receiving assignment of the case *and prior to performing work in excess of twenty-five (25) hours* per assigned case. Failure to file a Request for Approval of Additional Compensation within six (6) months of receiving the assignment *and prior to performing work in excess of twenty-five (25) hours* per assigned case shall constitute a waiver and forfeiture of all rights to any additional compensation for that particular case under this section. The Request shall be made on a form provided by the Office of Criminal Justice Services (CJS).

If the Request is approved, Attorney will be compensated by the County at the rate of Sixty Dollars (\$60.00) per hour for all compensable time (as specified herein **Section V.**) in excess of twenty-five (25) hours expended on each assigned case and approved by the Office of Criminal Justice Services (CJS), upon Attorney's compliance with **Section VI., Item B**, herein (page 13) of this Agreement.

- D. 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:
1. 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 pursuant to **Section VI., Item B**, (herein) indicating actual time spent on behalf of the client and Attorney shall be paid the rate of Sixty dollars (\$60) per hour for such work, not to exceed the maximum flat rate of Four Hundred dollars (\$400).
 2. In the event Attorney submits a claim for full flat rate payment pursuant to **Section V., Item A**, (herein) 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. When Attorney submits a modified claim, the County may offset amounts due on future claims submitted by Attorney by any amount determined to have been overpaid on the dismissed or non-filed case. The Office of Criminal Justice Services shall not forward to the Mohave County Financial Services Department for payment any claims for felony cases assigned at the justice court level until at least seven days beyond the date set for Preliminary Hearing. In the event the Office of Criminal Justice Services receives notification of a Motion to Dismiss, Notice of Non-filing or Notice of Dismissal for failure of the Mohave County Attorneys Office to timely file a charging document,

any original claim submitted by Attorney will be held pending receipt of an itemized billing statement from Attorney for professional services actually rendered.

3. If no such itemized billing statement is received by the Office of Criminal Justice Services within thirty (30) days of the receipt by the Office of Criminal Justice Services of notification of such Motion to Dismiss, Notice of Non-filing or Notice of Dismissal for failure of the Mohave County Attorneys Office to timely file a charging document, Attorney shall be deemed to have waived and forfeited any claim for compensation for said claim and/or services rendered to the indigent client under the assigned case, Mohave County shall not owe Attorney any money for said claim and/or services rendered to the indigent client under the assigned case, and the claim shall be deemed void.

E. Compensation for Cases Involving Withdrawal/Substitution of Counsel. Assigned cases in which Attorney subsequently withdraws from representation shall not be compensated as an assigned case under the terms of this Agreement. Rather, upon court approved withdrawal from an assigned case, Attorney shall submit to the Office of Criminal Justice Services an itemized billing statement for the professional services actually rendered and shall be compensated therefore 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 above in **Section V., Item A.** (herein), absent a prior showing by Attorney of entitlement to additional compensation under **Section V. Item C.** (herein).

F. Compensation for Miscellaneous Assignments. Attorney may, on occasion, be assigned representation in miscellaneous matters, including but not limited to, material witness representation. If assigned to any such matter, Attorney will be compensated at a rate of Sixty Dollars (\$60.00) per hour for the time actually worked, not to exceed a total compensation amount of **Four Hundred Dollars (\$400.00)** unless prior approval is obtained from the Office of Criminal Justice Services (CJS).

G. Compensation for Cases Where the Court Issues a Bench Warrant for Arrest. In the event that an indigent client being represented by Attorney under this Agreement does not appear for a court appearance and the court issues a bench warrant for the arrest of any such indigent client, **the case shall not be compensated as an assigned case under the terms of this Agreement.** Rather, Attorney shall submit to the Office of Criminal Justice 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 above in **Section V., Item A.** (herein), absent a showing by Attorney of entitlement to additional compensation under **Section V., Item C.** (herein), including:

1. Attorney may file a motion to withdraw from representation of such an indigent client and tender the case assignment back to the Office of Criminal Justice Services (CJS), provided, however, that if the indigent client is arrested prior to termination of this Agreement or within one hundred eighty (180) days after the termination of this Agreement, Attorney shall reassume representation of any such client and the payments made to Attorney at the Sixty Dollars (\$60.00) per hour rate shall be credited against the flat fee that would otherwise be due to Attorney under **Section V., Item A.** (herein).
2. In the event Attorney has been paid for a submitted claim for full flat rate payment prior to such a case going into warrant status, 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 warrant status case. In the alternative, Attorney may at any point accept the assigned case back after the client has appeared subject to a warrant and resume representation under the original terms of the assignment.
3. In the event Attorney chooses to submit a modified claim, rather than retain the case assignment, the County may offset amounts due on future claims submitted by Attorney by any amount determined to have been overpaid on the warrant status case.

H. 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:

1. Office overhead
 2. Facsimiles
 3. Postage
 4. Copying expenses
 5. Computer and Westlaw/Lexis charges
 6. Messenger services
 7. Support staff expenses
 8. Office supplies
 9. Mileage, travel and lodging expenses
- I. **Travel:** All travel for which reimbursement or compensation is provided under the terms of this solicitation for Attorney(s), witnesses, or experts must be pre-approved and scheduled through the Office of Criminal Justice Services (CJS). Attorney may not seek reimbursement for mileage or bill for travel time. Attorney may choose to be reimbursed at the current County rate for mileage, or bill for time at one half the contracted hourly rate 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 unless it is more than thirty-five (35) miles from Lake Havasu City, Bullhead City and/or Kingman.
- J. **Extraordinary Expenses.** Before incurring any extraordinary expenses, Attorney must file an appropriate Request for Reimbursement of Extraordinary Expenses with the Office of Criminal Justice Services (CJS). An approval of such a request shall specifically set forth the authorized expenditures and monetary limits of such authorization. If the Office of Criminal Justice Services (CJS) denies Attorney's request for any such extraordinary expenses, Attorney may file a motion pursuant to A.R.Crim.P. 16.1 seeking a court order for the approval and expenditure of such expenses by the Office of Criminal Justice Services (CJS) provided that any such motion is filed within sixty (60) days of the Office of Criminal Justice Services' notice to Attorney of the denial.
1. Any motion filed pursuant to this section should indicate that the request was submitted to the Office of Criminal Justice Services (CJS) and denied and should include as exhibits the original request and denial. If any such extraordinary expenses are approved by the Office of Criminal Justice Services (CJS), Attorney shall invoice and bill the extraordinary expenses separately through the Office of Criminal Justice Services (CJS), with the invoicing and billing being done in accordance with the claim submittal requirements set forth below in **Section VI., Item B. 3.** (page 14). "Extraordinary expenses" include, but are not limited to:
 - a. Transcripts
 - b. Clothing for an indigent client
 - c. Depositions
 - d. Lodging - per diem
 - e. Witness fees
 - f. Subpoena fees
 - g. An unusually large number of copies or phone calls.

Please Note: All travel must be coordinated through the Office of Criminal Justice Services (CJS) and comply with Mohave County Travel policy then in effect.
 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.

- a. If billed expenses exceed the Contract Administrator, or Court Order approved amount for the expenditure, the Contract Administrator is not obligated to pay any such overage and the overage becomes the personal responsibility of the Contractor.
- b. 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.
- c. 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.

K. Experts, Expert Witnesses, Investigators, Interpreters. The County intends to enter into a number of contracts with experts, expert witnesses, and investigators and to provide Attorney with a list of such approved contractors (“**Approved Contractors**”) as a means of facilitating and better managing the utilization of such persons.

1. Attorney agrees to utilize the services of only such Approved Contractors unless Attorney can show that good cause exists to use someone other than one of the Approved Contractors. In the event that Attorney has determined that competent representation of an assigned client requires the services of an expert, expert witness, investigator, or interpreter, Attorney shall file an Initial Request for Funding for any such expert, expert witness or investigator with the Office of Criminal Justice Services (CJS). The Initial Request for Funding shall be made on a form provided by the Office of Criminal Justice Services (CJS) for such purposes.
2. If the Office of Criminal Justice Services (CJS) denies Attorney’s request for funding of any such expert, expert witness, or investigator, Attorney may file a motion with the court pursuant to A.R.Crim.P. 15.9 seeking the appointment of such expert, expert witness, investigator, or interpreter, provided that any such motion is filed within sixty (60) days of the Office of Criminal Justice Services’ notice to Attorney of the denial. Any motion made pursuant to A.R.Crim.P. 15.9 and this section should indicate that a request was submitted to the Office of Criminal Justice Services (CJS) and denied and should include as exhibits the original request and denial.
3. In the event an Initial Request for Funding or motion is made pursuant to A.R.Crim.P. 15.9 and this section seeking the appointment of an expert, expert witness, or investigator who is not an Approved Contractor, the motion must indicate the reasons why such an exception is necessary. If such an appointment is approved by the Office of Criminal Justice Services (CJS) or the appropriate court, Attorney shall invoice and bill any fees to be paid to such expert, expert witness or investigator separately through the Office of Criminal Justice Services (CJS) with the invoicing and billing submitted in accordance with claim submittal requirements set forth in **Section VI., Item B. 3.** (page 14).
4. Anything to the contrary herein notwithstanding, when Attorney is assigned an “overflow” case, Attorney will try to utilize the services of investigators employed by the Public Defender’s Office whenever possible, provided that such use does not create a conflict or other ethical problem. Attorney shall submit all requests for the use of investigators employed by the Public Defender’s Office to the Public Defender.
5. Failure to obtain prior approval will result in non-payment for any expenditure and the debt shall become the personal responsibility of the Contractor. 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 Contractor. A copy of the Office of Criminal Justice Services (CJS) approval, or appropriate Court Order must be given to the approved experts, expert witness, or investigator for their billing purposes prior to the commencement of work. If an approved expert, expert witness, investigator, or interpreter exceeds the Contract Administrator, or Court Order approved amount for the expenditure, the Contract Administrator is not obligated to pay any such overage and the overage becomes the personal responsibility of the Contractor.
6. 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. 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.

- L. **Modification of Compensation.** The Office of Criminal Justice Services (CJS) may negotiate with the Attorney to handle individual matters at a lower fee, but in no event may a higher fee be negotiated other than through the Deputy County Manager for Criminal Justice Services
1. In the event a lower fee is negotiated, such lower fee must be acknowledged in the contract addendum for the matter. When a lower fee is negotiated for limited services, the scope of the service shall also be set forth on the face of the contract addendum.
 2. If Attorney believes that the application of any reduced compensation term would result in an unjust compensation which would be in conflict with the principles of *State v. Joe U. Smith*, or results in an unjust compensation which would prohibit the Attorney from further acceptance of case assignments under this Contract, the Attorney may administratively appeal to the Deputy County Manager for Criminal Justice Services for a modification of the applicable rate policy. **No such modifications may result in a rate of compensation that might otherwise have been received for such case if such special circumstances did not exist.**

VI. **ASSIGNMENT OF CASES, CLAIMS SUBMISSION AND PAYMENT PROCEDURES**

- A. **Case Assignments.** Case assignments will be made to Attorney by the Office of Criminal Justice Services (CJS) through use of an Individual Contract Addendum (“**Addendum**”), which will be in a form similar to **Exhibit A attached hereto.**
- B. **Submission of Claims.** Attorney acknowledges and understands that Mohave County functions on a Fiscal Year basis running each fiscal year beginning July 1st through June 30th. Thus, timely submission of claims for payment are critically important to Mohave County’s operations as well as to ensure timely payment to Attorney under the terms of this contract. Attorney must submit a claim for payment in accordance with the following provisions:
1. **Flat Rate Claims.** Submit a countersigned Addendum to the Office of Criminal Justice Services within sixty (60) days of receipt of assignment of each case in order to receive payment in accordance with **Section V., Item A.** (page 9). The Office of Criminal Justice Services (CJS) 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 Criminal Justice 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. Flat Rate claims are subject to the provisions of **Sections V (D), (E) and(G).**
 2. **Additional Compensation Claims.** If, in accordance with **Section V., Item C.** (page 10), the Office of Criminal Justice Services (CJS) approves Attorney’s Request for Additional Compensation in excess of the flat rate amount stated above in **Section V., Item A.** (page 9) 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 Dollars (\$60.00) per hour for all time in excess of twenty-five (25) hours expended on the case and approved by the applicable court. Attorney must submit a Request for Additional Compensation to the Office of Criminal Justice Services (CJS) pursuant to **Section V., Item C.** (page 10) of this Agreement within six months of receiving assignment of the case **and 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 Criminal Justice 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 Criminal Justice Services on a monthly basis.

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 increments, 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.

Final billing pursuant to **Section V., Item C.** (page 10) 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 Criminal Justice Services. If final services are tendered prior to June 30th of any given year, the final billing for all services shall be submitted prior to the 10th day of July of the same calendar year.

If Attorney fails to submit a claim and itemized billing statement/invoice for the professional services actually rendered in excess of twenty-five (25) hours or an adequate written request and justification for an extension of time to submit such a claim and itemized billing statement/invoice to the Office of Criminal Justice Services within sixty (60) days after performance of the services, Attorney shall be deemed to have waived and forfeited, and Mohave County shall have no obligation to pay any compensation to Attorney for, any claim for compensation for services performed more than sixty (60) days prior to the date of submission of the claim and statement/invoice or request for extension, and any such claim for compensation shall be deemed void.

Attorney acknowledges that Mohave County operates on a fiscal year that begins each July 1st and ends each June 30th of the *following* year. All claims for work performed through June 30th of each fiscal year must be submitted to the Office of Criminal Justice Services (CJS) no later than July 10th following the end of the fiscal year on June 30th.

3. **Other fees and Expenses.** Submit a written claim and itemized billing statement/invoice to the Office of Criminal Justice Services (CJS) pursuant to **Section V** as specified in its entirety within sixty (60) days of providing any service or incurring any fee applicable to each section..

Such written claims and itemized billing statements/invoices must clearly identify the time spent on the case, and the time shall be broken down into one-tenth (1/10) of an hour increments. 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. Time spent traveling to and from court and time spent waiting for cases to be called on a docket are not considered legal representation as this time is often difficult to attribute solely to a particular client and therefore should not be billed, and will not be paid if billed.

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 Criminal Justice Services.

If Attorney fails to submit a claim and itemized billing statement/invoice or an adequate written request and justification for an extension of time to submit such a claim and itemized billing statement/invoice to the Office of Criminal Justice Services (CJS) within sixty (60) days after performance of the services or accrual of the expenses, Attorney shall be deemed to have waived and forfeited, and Mohave County shall have no obligation to pay any compensation to Attorney for, any claim for compensation for services performed or expenses incurred more than sixty (60) days prior to the date of submission of the claim and itemized billing statement/invoice or request for extension, and any such claim for compensation shall be deemed void.

- C. **Payment of Claims.** The Office of Criminal Justice Services (CJS) shall expedite processing of all submitted claims and forward the same to the Mohave County Financial Services Department for payment no later than fourteen (14) days after receipt and resolution of any issues regarding any such submission, subject to the provisions of **Section V., Item D.** (page 10).

VII. 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 in **Section V., Item G.** (page 12), notwithstanding any early termination of this Agreement; provided, however, that if Office of Criminal Justice Services (CJS) 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 Criminal Justice Services' (CJS) determination, and the Office of Criminal Justice Services (CJS) 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.

VIII. 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.

IX. 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.

X. 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 will result in termination of Attorney's Contract(s).

XI. TECHNOLOGICAL EQUIPMENT: Attorney must possess the following:

- A. Desktop or laptop computer with internet access.
- B. Secured email address.
- C. Pager and / or cell telephone

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 and where payment is to be sent via check.

- B. **Weapons Policy**: No weapons, loaded or unloaded, props or real, are to be brought into the Courthouse buildings. There is available a storage lock-up for registered weapons if needed. Contact information for Court(s) security by location is as follows:
1. Kingman Superior Court at (928) 753-0790.
 2. Kingman Justice Court at (928) 753-0710 extension 4078.
 3. Bullhead Judicial Courts at (928) 758-0709 extension 2077.
 4. Lake Havasu Judicial Courts at (928) 453-0714 extension 3027.
- 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 in **Section VI**, specified herein.
- 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.

SPECIAL TERMS AND CONDITIONS

I. INSURANCE PROVISIONS:

A. COVERAGE: Applicant shall provide Mohave County with a copy of a current professional liability policy and shall notify Mohave County of any changes to the status or coverage of such policy. 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. **GENERAL CONDITIONS:** Attorney agrees to, at his/her own expense, to purchase and maintain at all times during the life of this contract the herein referenced professional liability policy and to keep Mohave County notified of any and all changes to coverage of such policy.
2. **WAIVER OF SUBROGATION OR TRANSFER OF RIGHTS OF RECOVERY:** The policies required herein, except Professional Liability, shall contain a waiver of subrogation or in the alternative, a waiver of transfer of rights of recovery against Mohave County, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Attorney's work or service.
3. **SUBCONTRACTORS:** In the event any of the work specified herein is subcontracted, Attorney shall require the subcontractor to provide Mohave County with a copy of their applicable professional liability policy under the same terms as set forth above.

Insurance Requirements Approved by Risk Management 04-13-10

II. CERTIFICATION: By signature in the offer section of the Offer and Acceptance page, Offeror certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. 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.
- C. 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.
- D. 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.

III. TERMINATION OF CONTRACT:

- A. 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.
- B. 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:
 1. In the opinion of the County, Attorney provides personnel that do not meet the requirements of the contract.
 2. In the opinion of the County, Attorney fails to perform adequately the stipulations, conditions or services/specifications required in this contract.
 3. In the opinion of the County, Attorney attempts to impose on the County personnel or services which are of an unacceptable quality.
 4. Attorney fails to furnish the required service within the time stipulated in the contract.

5. 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.

IV. CONTRACT TERM:

- A. **Type of Contract:** Firm, fixed price.
- B. **Initial Term:** The term of contract shall commence upon approval by the Mohave County Board of Supervisors and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
- B. **Contract Extension:** Offeror agrees that Mohave County shall have the right, at its sole option, to renew the contract for two (2) additional one-year extension periods or portions thereof.
- C. **Modifications to Contract:** In the event that the County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon.

V. ASSIGNMENT - DELEGATION:

- A. 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.
- B. Either party to the resulting contract may terminate the contract without cause, upon thirty (30) days prior written notice to the other.
- C. This contract may be terminated by Mohave County upon ten (10) days of written notice with cause resulting from any of the following:
 1. Failure of Offeror to maintain required insurance.
 2. Failure of Offeror to perform the service.

VI. CONFIDENTIALITY OF RECORDS:

- A. 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.
- B. 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.

VII. 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.

VIII. 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

- 1. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, offeror certifies:

 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The proposer 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.
 - C. The proposer 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.
 - D. The proposer 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 proposer to the contract.
- 2. TERMINATION OF CONTRACT:** 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.

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:

In the opinion of the County, contractor provides personnel that do not meet the requirements of the contract;

In the opinion of the County, contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the County, contractor attempts to impose on the County personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the County, contractor 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.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.
- 3. 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.
- 4. 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.
- 5. INDEPENDENT CONTRACTOR:** 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.

Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

Mohave County will not provide any insurance coverage to the Contractor, including Workmen's Compensation coverage. 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.
- 6. AFFIRMATIVE ACTION:** Contractor agrees to abide by the applicable provisions of the County. Contractor, your subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative

effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals.

7. **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.
8. **PATENT INFRINGEMENT:** The procuring agency should advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contract shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Contractor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.
9. **DUPLEXED/RECYCLED PAPER:** The Contractor shall ensure that, when practicable, all printed materials produced by the Contractor in the performance of this contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
10. **AMERICANS WITH DISABILITIES ACT:** The Contractor 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.
11. **CONFIDENTIALITY OF RECORDS:** The Contractor 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 by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
12. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the cancellation clause set forth within this document.
13. **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.
14. **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.
15. **CONTRACT:** The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
16. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.
17. **CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the County's Procurement Manager and persons duly authorized to enter into contracts on behalf of the Contractor.
18. **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.

19. **SEVERABILITY:** The provisions of this contract are severable 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 valid provision or application.
20. **PROTECTION OF GOVERNMENT BUILDINGS:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Contractor fails to do so and damages such buildings, equipment and vegetation, the Contractor shall replace or repair the damage at no expense to the County, as directed by the Procurement Manager. If the Contractor fails or refuses to make such repair or replacement, then the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.
21. **INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be 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.
22. **ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County's Procurement Manager. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
23. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Manager. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
24. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
25. **PROTESTS:** A protest shall be in writing and shall be filed with the Procurement Manager. A protest of a Request for Proposal shall be received at the Procurement Office before the Request for Proposal opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:
 - A. The name, address, and telephone number of the protestor;
 - B. The signature of the protestor or its representative;
 - C. Identification of the Request for Proposal or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - E. The form of relief requested.
26. **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.
27. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Mohave County, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials (hereafter called "County") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs or other alternative dispute resolution costs arising out of or resulting from Contractor's work or services; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, personal injury, or property damage, including the loss of use or diminution in value, resulting therefrom; but only to

the extent caused in whole or in part by the actual or alleged negligent acts, errors or omissions of Contractor, or anyone for whose acts Contractor may be liable. Contractor shall not be obligated to indemnify, defend and hold harmless the County for any claims to the extent that the injury or damage is attributable to or arose from the negligence or willful misconduct on the part of the County, its agents or employees. The County reserves the right, but not the obligation, to participate in defense without relieving the Contractor of any obligation hereunder. The amount and type of insurance coverage requirements set forth in this contract shall in no way be construed as limiting the scope of the indemnity in this paragraph. The provisions of this Section shall survive the expiration or early termination of this Contract.

28. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the contract.
29. **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.
30. **ADVERTISING:** Contractor shall not advertise or publish information concerning this contract without prior written consent of the County.
31. **RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
32. **FORCE MAJEURE:**
 - A. Except for payment of sums due, neither party shall be 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 an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
 - B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
33. **INSPECTION:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.
34. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the Contractor or any other person except with prior written permission by the County. Work product generated as a result of a specific assignment to a case, shall be the legal property of the client and may not be withheld from the client for lack of additional payment. Copies of all work product shall be provided to assigned counsel in all cases in which counsel is assigned in conjunction with the Contractor.
35. **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.
36. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall conform to the cancellation clause set forth within this document.
37. **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.

- 38. 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.
- 39. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 40. COST OF SOLICITATION RESPONSE PREPARATION:** The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
- 41. PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.
- 42. SUBSEQUENT EMPLOYMENT:** The County may cancel this contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Procurement Manager is received by the parties to this contract, unless the notice specifies a later time.
- 43. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
- Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.
- Should:** Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.
- May:** Indicates something that is not mandatory but permissible.
- For purposes of this contract and Scope of Work, the following definitions shall apply:
- “County”:** Indicates Mohave County, its departments and divisions, including the department/division soliciting the services outlined herein.
- “Contractor/Consultant/Offeror/Provider/Proposer”:** Denotes the individual, partnership, organization and/or corporation who, as a result of the competitive proposal process, is awarded a contract by Mohave County.
- “Contract”:** Denotes the legal agreement executed between Mohave County, Arizona and the Contractor/Consultant/Offeror/Provider/Proposer.
- “Contract Representative / Contract Administrator”:** Denotes the County employee(s) who has specifically been designated to act as a contact person(s) to the Contractor, and who is responsible for monitoring and overseeing the Contractor’s performance under this contract.
- “Procurement Manager”:** The contracting agent for Mohave County, Arizona.
- 44. TERRORISM COUNTRY DIVESTMENTS:** The successful Contractor shall at no time during the term of the contract be in violation of the U.S. Export Administration Act. By entering into the contract, the Contractor warrants compliance with **A.R.S. § 35-391**.
- 45. BUSINESS OPERATIONS IN SUDAN AND/OR IRAN:** The successful Contractor shall not have scrutinized business operations in Sudan and/or Iran. By entering into the contract, the Contractor warrants compliance with **A.R.S. § 35-397**.
- 46. LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws. Any breach of Contractor’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to

delay project completion. Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

PRICE PAGE

Contract Rate Schedule:

First Felony Cases:	\$800.00
Second or Subsequent Active Felony Cases: (Where such case(s) are related to an already assigned case)	\$400.00
Criminal Probation Violations:	\$300.00
Misdemeanors and Felonies (Which are resolved in a Justice Court with no Superior Court appearances)	\$400.00
Juvenile Cases:	\$400.00
Juvenile Probation Violations:	\$300.00
Hourly Rates as allowed:	\$ 60.00

Terms

Payment: **Net 30**

Vendor Information:

Vendor Name (Legal Business Name): _____

Vendor Tax Payer Identification Number _____

Telephone Number (including area code): _____

Fax Number (including area code): _____

Company Contact (Name / Title): _____

Company Contact Telephone (including area code): _____

Company Contact Email Address: _____

Company Street Address (including City/State/Zip) _____

Company 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.

For clarification of this offer, contact:

Company Name

Name

Address

Telephone (include Area Code)

City / State / Zip Code

Fax (include Area Code)

Signature of Person Authorized to Sign

E-mail Address (please print)

Printed Name

Title

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

Attorney is now bound to provide the services and materials listed in CJS 10-INDIGENT ATTY-01 including all terms, conditions, specifications, amendments, etc., and the Attorney's Offer as accepted by Mohave County.

Attorney has been cautioned not to commence any billable work or to provide any material or service under this contract until Attorney receives this signed sheet, or written notice to proceed.

Awarded this ____ day of _____, 2010.

AUTHORIZED SIGNATURE

CONTRACTOR'S CHECKLIST

Following is a checklist of items that responding Contractor(s) shall include in their response to this solicitation.

1. _____ Copy of Certificate of Graduation/Diploma from Accredited Law School.
(REVIEW/APPROVAL BY CJS)

2. _____ Certificate of Good Standing from the Arizona State Supreme Court.
(REVIEW/APPROVAL BY CJS)

3. _____ Copy of State Bar of Arizona Bar Card with Bar Number.
(REVIEW/APPROVAL BY CJS)

4. _____ Submitted responses to **Section II**.
(REVIEW/APPROVAL BY CJS)

5. _____ Submitted responses to **Section III**.
(REVIEW/APPROVAL BY CJS)

6. _____ Copies of all required insurance certifications specified under **SPECIAL TERMS AND CONDITIONS**.
(VERIFICATION BY PROCUREMENT / APPROVAL BY RISK)

7. _____ Completed Price Sheet listing Contractor's information as specified.
(VERIFICATION BY PROCUREMENT)

8. _____ Tax Identification Number.
(VERIFICATION BY PROCUREMENT)

9. _____ Signed Offer Form (3 originals please).
(VERIFICATION BY PROCUREMENT)

Submit the above documentation to:

Mohave County Procurement Department
700 West Beale Street / P.O. Box 7000
Kingman, AZ 86401
Telephone: (928) 753-0752
Attention: Terri H. Williams, Procurement Officer