



**COUNTY OF MOHAVE
PROCUREMENT DEPARTMENT**
700 West Beale Street, First Floor East
Kingman, AZ 86402-7000
Telephone: (928) 753-0752
Fax: (928) 753-0787
www.mohave.gov

**IDS INDIGENT ATTORNEY SERVICES
ASSIGNMENT OF DEPENDENCY CASES**

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

Mohave County's Indigent Defense Services (IDS) is developing a Pre-Qualified Indigent Attorney listing to accept dependency case assignments within Mohave County's Superior Courts. The intent of this Solicitation is to establish a listing of pre-qualified attorneys to provide legal representation to indigent defendants as assigned by Indigent Defense Services (IDS) for dependency cases.

Interested Mohave County attorneys who wish to receive dependency case assignments from IDS, who are not currently contracted as Pre-Qualified Contractors specifically with IDS, as approved by the County's Board of Supervisors, are required to apply in order to be eligible for consideration of assignment of from IDS.

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

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

Submission of an application in response to this solicitation shall signify full understanding and agreement with the terms and conditions of the solicitation. No guarantee is made regarding the frequency of assignments or volume of work with regard to "Dependency" cases 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 the assignment of "Dependency" cases by Mohave County.

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

INDIGENT DEFENSE ATTORNEY REQUIREMENTS

1. CONTRACTOR'S RESPONSIBILITIES

- A. **Case Assignment:** County, under the terms of this solicitation and at its sole discretion, shall assign cases through its IDS department. County makes no guarantee as to the number of case assignments, if any, to any Contractor approved under this solicitation. Please Note: The terms and conditions set forth within this solicitation shall apply to all dependency case assignments made by the Department of Indigent Defense Services (IDS) and/or the Court directly. These provisions shall apply not only to Dependency case assignments, but shall also apply to case assignments involving Severance, Divorce and/or Adoption Proceedings.
- B. **Non-Exclusive Status:** IDS may contract for the same or similar professional services through persons other than Contractor. This provision applies to IDS only and does not confer upon any Contractor permission to substitute performance in any way without the express written consent of IDS.
- C. **Effective Representation:** Contractor shall comply with the Arizona Rules of Professional Conduct, State and Local Court Rules and the written administrative and procedural policies and procedures established by the Court(s). Contractor shall effectively represent the Client including, but not limited to:
1. Contacting and conferring with the Client concerning the representation within a reasonable or mandated amount of time upon notice of assignment.
 2. Maintaining reasonable contact and adequately communicating with the client until the representation is terminated.
 3. Promptly assembling the core defense team and continually monitoring the case for the need of additional expert, investigative, or other ancillary professional services.
 4. Continually monitoring the Client's mental, physical and emotional condition for effects on Client's legal position.
 5. Using reasonable diligence in notifying the Client of necessary Court appearances, including any Court action that arises out of the Client's non-appearance.
 6. Conducting all out-of-Court preparation required for competent representation of the Client, including a prompt and thorough Client interview and such additional interviews and investigation as may be appropriate.
 7. Appearing in Court on time and prepared for scheduled proceedings, unless prior arrangements have been made with the Court.
 8. Displaying appropriate respectful professional demeanor and conduct in all dealing with the Court, opposing counsel, parties and the Client.
 9. Facilitating the work of successor counsel.
 10. Recognition of legal issues.
 11. Effective legal research and use of motions.

12. Effective case development including thorough interviews, appropriate use of investigators, and timely and comprehensive witness interviews.
13. Effectiveness in plea negotiations.
14. Thorough and effective trial preparation including anticipation of key legal issues evaluations of admissibility of evidence, discussion of the Client's role including possible testimony, and preparation of witnesses including the Client if necessary.
15. Willingness to try cases.
16. Advocacy skills.
17. Follow any representation standards adopted by the Supreme Court (i.e. children/adoptions)
18. Appropriate ongoing training in Dependency Court processes and related fields.

2. REQUIRED QUALIFICATIONS & DOCUMENTATION TO BE SUPPLIED:

A. Minimum Qualifications: To qualify as pre-qualified Indigent Attorney for assignment of Dependency cases with Mohave County, Attorney must minimally possess all of the listed qualifications specified herein and provide documentation verifying same as noted herein.

B. Education and Licensure:

1. Applicant shall possess a Juris Doctor (J.D.) degree;
2. Applicant shall be licensed by the Arizona State Bar Association;
3. Applicant shall be a member in good standing with the Arizona State Bar Association.

C. Applicant must include with his/her application packet the following documentation:

1. A copy of his/her diploma and/or copy of official transcripts from the law school from which they graduated; and
2. A copy of his/her Arizona State Bar card.
3. Copies of his/her insurance certificates, including any "riders" should applicant have previously been approved for contract and is now applying as a solo practitioner or is affiliated with a new law firm.

D. Applicant shall have successfully completed all requisite dependency training and continuing education requirements mandated by the Arizona Administrative Office of the Courts (AOC), including but not limited to: State of Arizona Supreme Court Administrative Order No. 2011-17 and all applicable State of Arizona Rules of Procedure for Juvenile Court.

3. **EXPERIENCE**

- A. Applicant shall have at least one (1) year experience in one or more of the following categories of legal practice: Dependency or delinquency law, criminal law, cases involving the child welfare system, family law, or guardianships.
- B. Additionally, Applicant should be familiar with services and/or resources in the areas of: mental health; infants, toddlers, and adolescents; substance abuse; domestic violence; education; and job/vocational training.

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

- A. Provide the name, title, address, telephone and fax numbers (including area code) and e-mail for the primary contact.
- B. Indicate the use of Associates and/or Partners, including the following information for each Associate and/or Partner entity:
 - 1. Name and title.
 - 2. Bar License.
 - 3. Experience.
 - 4. References.
 - 5. Expertise.
 - 6. Role within your practice.

5. **COST REIMBURSEMENT:** Cost reimbursement to assigned attorney for cases assigned under this contract clause shall be reimbursed at the standard rates specified herein. 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.

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

A. **First Year:** Upon initial assignment by IDS to Attorney, a flat fee rate of **One Thousand Two Hundred Dollars (\$1,200.00)** shall be paid to Attorney in two installments as follows:

- 1. An initial payment of **Four Hundred Dollars (\$400.00)** for the assignment and acceptance of case, including all work efforts through to the Preliminary Protective Hearing;
- 2. Thereafter, the second installment of **Eight Hundred Dollars (\$800.00)** shall be paid to Attorney after the court has affirmed their assignment at or following the Preliminary Protective Hearing.

Please Note: Cases in which Jurisdiction is transferred via the Uniform Child-Custody Jurisdiction and Enforcement Act (UCCJEA) do not qualify for this payment.

B. **Subsequent Years:** For each subsequent year that Attorney maintains his/her representation on each assigned dependency case, a flat fee rate of **Five Hundred Dollars (\$500.00)** per each maintained dependency case shall

be paid to Attorney. The date of Attorney's initial assignment by IDS shall serve as the date to calculate eligibility for a subsequent year payment.

- C. **Contested Severance:** For each case that proceeds to a contested severance or similar trial, Attorney shall be compensated a flat fee rate of **Five Hundred Dollars (\$500.00)** *if* their client is present **and** contests severance throughout the trial. This payment is designed to compensate attorneys preparing a defense at trial when their client is actively involved in proceedings. Payments will not be processed without a Minute Order from the contested severance trial reflecting the client's presence and that they contest the severance.

Please Note: This payment does not apply to:

1-Cases who have had a change in case plan to severance.

2-Cases in which Attorney's client has defaulted or consents to the severance.

3-Cases in which Attorney presents a defense at severance, but client is not actively involved in the case.

- D. **Compensation for Assignment to Appellate Proceedings:** Non-flat rate assignment. Hourly rate will be determined by IDS Director prior to Attorney accepting assignment.

- E. **Case Assignment Provisions:** The following provisions shall apply to all dependency case assignments made under the terms of this Agreement:

1. The date of Attorney's initial assignment by IDS (or alternatively the date the Court affirms the appointment at the Preliminary Protective Hearing/PP5) shall determine whether a case is identified as a "first year", "second year", etc. case assignment
2. Supplemental dependency petitions are not considered separate matters with respect to pre-existing parties and shall not be paid as a "new" assignment.
3. Attorney who is assigned and accepts assignment of a dependency case under the terms of this Agreement shall represent Client up until a final order is entered by the Court.

7. **Compensation for Cases Involving Withdrawal/Substitution of Counsel:** Assigned cases in which Attorney subsequently withdraws from representation may not be compensated as an assigned case under the terms of this Agreement. Rather, upon court approved withdrawal from an assigned case, IDS may request Attorney to submit to the Office of Indigent Defense Services an itemized billing statement for the professional services actually rendered. Attorney shall comply with such request and may 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 as specified within this Agreement absent a prior showing by Attorney of entitlement to additional compensation.

8. **Ordinary Expenses:** The parties contemplate and agree that ordinary expenses involved in the representation of indigent clients under this Agreement are not reimbursable, but instead are included in the contract prices specified herein. Ordinary expenses include, but are not limited to:

- A. Office overhead
- B. Facsimiles
- C. Postage
- D. Copying expenses
- E. Computer and Westlaw/Lexis charges
- F. Messenger services
- G. Support staff expenses
- H. Office supplies

I. Mileage, travel and lodging expenses, unless attending a substantive hearing.

- 9. Travel:** All automotive travel outside a twenty (20) mile radius from the city limits of Kingman, AZ, but within Mohave County, AZ that is related to an accepted case assignment such as: 1) Attendance at a Department of Child Safety (DCS) meeting; or 2) Attendance at a Foster Care Review Board; etc. in either Bullhead City, AZ or Lake Havasu City, AZ and/or surrounding area, shall receive a Forty Dollar (\$40.00) travel stipend. Contractor shall ensure that travel time is maximized by combining appointments to these areas whenever possible. **The travel stipend is payable per trip and not per case.** Contractor shall provide the Court with the appropriate documentation for payment of this stipend in a timely manner.
- 10. Extraordinary Expenses:** Before incurring any extraordinary expenses, Attorney must file an appropriate Request for Reimbursement of Extraordinary Expenses with the Office of Indigent Defense Services (IDS). An approval of such a request shall specifically set forth the authorized expenditures and monetary limits of such authorization. If the Office of Indigent Defense Services (IDS) denies Attorney's request for any such extraordinary expenses, Attorney may file a motion seeking a court order for the approval and expenditure of such expenses by the Office of Indigent Defense Services (IDS) provided that any such motion is filed within sixty (60) days of the Office of Indigent Defense Services' notice to Attorney of the denial.
- A.** Any motion filed pursuant to this section should indicate that the request was submitted to the Office of Indigent Defense Services (IDS) and denied and should include as exhibits the original request and denial. If any such extraordinary expenses are approved by the Office of Indigent Defense Services (IDS), Attorney shall invoice and bill the extraordinary expenses separately through the Office of Indigent Defense Services (IDS), with the invoicing and billing being done in accordance with the claim submittal requirements set forth herein. "Extraordinary expenses" include, but are not limited to:
1. Transcripts
 2. Experts, investigators, or other profession services
 3. Lodging - per diem
 4. Subpoena fees
 5. An unusually large number of copies or phone calls.
- Please Note:** All travel must be coordinated through the Office of Indigent Defense Services (IDS) and comply with Mohave County Travel policy then in effect.
- B.** 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.
1. 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.
 2. 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.
 3. 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.
- 11. PROFESSIONAL SERVICES AND ALLOTMENTS:** Upon request from Attorney, IDS may authorize expenses for the usage of professional services involved in the representation of indigent clients. Professional

services may include, but are not be limited to: experts, expert witnesses, investigations, interpreters, and transcriptionists. Attorney may utilize any professional service provider necessary to provide effective legal representation. Attorney is tasked with assuring that the provider meets any licensures and education or training requirements. IDS may limit the allotment of funds to be utilized for professional services based upon case type to One Thousand Dollars (\$1,000.00) allotment.

- A. REQUESTS FOR FUNDING:** Attorney shall request the approval of these funds by submitting an Administrative Request for Funding to the Office of Indigent Defense Services. Should IDS deny the request, or should funding be required that exceeds the allotment provided herein, Attorney may motion the court for review and approval of the funds. Once approved, Attorney is obligated to provide a scope of work to the provider and assure that they remain within their allocated funding sums. Should additional funding be required, Attorney shall motion the court for review and approval of additional funds. IDS reserves the right to withhold payment from Attorney should their selected provider exceed their allocated funding for services. The amount withheld from Attorney shall be no more than the providers fees that exceed the allocation amount. Failure to obtain prior approval will result in non-payment for any expenditure and the debt shall become the personal responsibility of the 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.
- B. REVIEW OF CLAIMS:** Upon submission of claim to IDS by professional service provider, IDS may ask Attorney to review the claim to assure services billed were indeed provided. Should any concerns or discrepancies be identified, Attorney shall facilitate a resubmittal of the claim by the provider.
- 12.** In the event any appellate proceeding is taken on behalf of a client, Attorney shall cooperate fully with the client and any counsel hired or appointed to represent the client in such matter. Cooperation includes the timely production of a full and complete copy of the client file. Attorney may not charge for copies of any material in the file without approval of the Office of Indigent Defense Services (IDS). Attorney must make any request for payment for copies in writing to the Office of Indigent Defense Services (IDS). The Office of Indigent Defense Services (IDS) may at its discretion provide copying service in lieu of approving payment for outside copying costs to be incurred by Attorney. Failure to timely produce a file upon request by a client or appellate 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 appellate counsel, Mohave County may withhold payments to Attorney on non-related cases until such time as the file is produced in its entirety.
- 13. RECORD AND REPORTS:** Contractor shall create and keep detailed and accurate case logs, final disposition records and time sheets relating to the representation. Contractor will periodically report on a timely basis data and statistics to the Contract Administrator as requested by IDS. Failure to submit case logs, final disposition records and time sheets in the time and manner specified by IDS will result in withholding compensation until the contractor is in compliance. Contractor shall make available for inspection and copying by the County all records and accounts relating to the work performed or the services provided under the Contract except any document that is privileged as an attorney-client communication. Contractor shall safeguard confidential and privileged information in accordance with all applicable laws, rules, and regulations. Contractor shall serve as custodian of record of client's file and provide copies of that file upon request by the client. Contractor will retain records in accordance with the retention schedules established by the Arizona State Library
- 14. ASSIGNMENT OF CASES, CLAIMS SUBMISSION AND PAYMENT PROCEDURES:**

- A. **Case assignments:** Assignments will be made to Attorney by the Office of Indigent Defense Services (IDS) and affirmed by the Court.
- 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 is critically important to Mohave County's operations as well as to ensure timely payment to Attorney under the terms of this contract. Attorney will not be entitled to payment absent compliance with A.R.S. § 11-622 as well as the following provisions:
- C. **Flat Rate Claims:** Submit a claim, Court order affirming appointment, and a copy of the original petition to the Office of Indigent Defense Services within sixty (60) days of receipt of assignment of each case in order to receive payment. The Office of Indigent Defense Services (IDS) may grant extensions of time upon receipt from Attorney of an adequate written request and justification for an extension of time to submit a claim. If Attorney fails to submit a claim or an adequate written request and justification for an extension of time to submit a claim within sixty (60) days of the Court's affirmed appointment, Attorney shall be deemed to have waived and forfeited any claim for compensation 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 for work performed by Attorney on the IDS assigned case.
- Please Note:** Submission by Contractor of billings identified and verified as false shall result in immediate grounds for termination of contract by IDS.
15. **Payment of Claims:** The Office of Indigent Defense Services (IDS) shall expedite processing of all submitted claims and forward the same to the Mohave County Financial Services Department for payment regarding any such submission, subject to the provisions of this Agreement. The County's standard payment terms are "net 30" from receipt of invoice and authorized approval for payment.
16. **TERM:** The term of any qualification shall be for a period not to exceed ten (10) years from the date of Notice of Qualification issued by the County's Procurement Department on behalf of IDS, with an initial term of three (3) years, automatically renewable with seven (7) one-year increments pursuant to the terms of this solicitation unless notice of termination is provided by either party herein.
17. **EARLY TERMINATION**
- A. **Termination without Cause:** The parties may terminate this Agreement at any time if they mutually agree to do so in a written document signed by both parties. In addition, either party to this Agreement may terminate this Agreement unilaterally, with or without cause, prior to the normal expiration of its term by providing the other party with no less than thirty (30) days advance written notice of termination.
- B. **Termination for Cause:** Mohave County may terminate this Agreement unilaterally prior to the normal expiration of its term by providing Attorney with no less than five (5) days advance written notice of termination in the event that Attorney commits a substantial breach of Attorney's obligations or warranties under this Agreement.
- C. **Post-Termination Obligations.** In the event that this Agreement is terminated prior to the normal expiration of its term, Attorney shall not be required to accept appointments to provide legal representation to indigent clients after the date of termination of this Agreement. However, Attorney shall continue to represent any indigent clients Attorney was appointed to represent under the terms of this Agreement prior to the early termination date until Attorney's obligations hereunder have been discharged as to those indigent clients, except as otherwise set forth herein, notwithstanding any early termination of this Agreement; provided, however, that if Office of Indigent Defense Services (IDS) determines that it will be in the best interest of the affected indigent client(s) to

release Attorney from all or a portion of those obligations and advises Attorney in writing of such determination, Attorney shall be released from said obligations in accordance with the Office of Indigent Defense Services' (IDS) determination, and the Office of Indigent Defense Services (IDS) will be responsible for providing the designated representation.

D. Conflict of Interest: This Agreement is subject to cancellation or termination by Mohave County pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by this reference.

18 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.

19 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.

20 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).

21 TECHNOLOGICAL EQUIPMENT: Attorney must possess the following:

- A. Desktop or laptop computer with internet access.
- B. Secured email address.
- C. Cellphone or Landline phone to communicate.

22 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.
- C. **Subject to the Availability of Funds:** Contract Administrator shall pay the above compensation upon receipt of an original signed invoice indicating time spent on work performed. Such invoice shall be submitted in accordance with the terms set forth within this Agreement.
- D. **Tax:** No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied.

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EMAIL: KANTWJ@MOHAVE.GOV

- 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.

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SPECIAL TERMS AND CONDITIONS

A. INSURANCE PROVISIONS:

1. **COVERAGE:** Contractor shall provide a Declarations Page for a current certificate of insurance for errors and omissions (professional malpractice) coverage in an amount not less than \$250,000/\$500,000. Errors and omissions coverage shall remain in force during the entire term of the Contract. In the event Contractor's insurance is terminated or suspended, Contractor shall immediately give written notice to the Contract Administrator. Failure to provide proof of errors and omissions coverage during any period of the contract shall result in its immediate termination for cause. **Mohave County shall be provided with an updated copy of such policy on an annual basis, or upon request by Mohave County.**
2. **INSURANCE CONDITIONS:**
 - a) Contractor shall not be entitled to liability coverage or costs of defense from County or its Self-Insurance Trust from liability or any other claims arising from Contractor's performance under the contract.
 - b) Contractor agrees to defend the County and hold it harmless from any claim that may arise from Contractor's performance of the Contract.
3. **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.

B. TERMINATION OF CONTRACT:

1. This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.
2. The County reserves the right to cancel the whole or any part of this contract due to failure of contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to contractor for acting or failing to act as in any of the following:
3. In the opinion of the County, Attorney provides personnel that do not meet the requirements of the contract.
4. In the opinion of the County, Attorney fails to perform adequately the stipulations, conditions or services/specifications required in this contract.
5. In the opinion of the County, Attorney attempts to impose on the County personnel or services which are of an unacceptable quality.
6. Attorney fails to furnish the required service within the time stipulated in the contract.

7. 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.

C. CONTRACT TERM:

1. **Initial Term:** The term of any qualification shall be for a period not to exceed ten (10) years from the date of Notice of Qualification issued by the County's Procurement Department on behalf of IDS, with an initial term of three (3) years, automatically renewable with seven (7) one-year increments pursuant to the terms of this solicitation unless notice of termination is provided by either party herein as provided for under A.R.S. 31 § 121. **Review and ratification of all IDS indigent services contracts shall be had from the County's Board of Supervisors.**
2. **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.

D. ASSIGNMENT - DELEGATION:

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

E. CONFIDENTIALITY OF RECORDS:

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

F. 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.

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

STANDARD TERMS AND CONDITIONS

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

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

- O. INDEPENDENT PROVIDER:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
1. The Provider is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Provider should make arrangements to directly pay such expenses, if any.
 2. The County will not provide any insurance coverage to the Provider including Workmen's Compensation coverage.
- P. INTERPRETATION - PAROL EVIDENCE:** This Contract is intended by the parties to be the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of the agreement. No course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract is not relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- Q. ISRAEL BOYCOTT CERTIFICATION:** In accordance with A.R.S. §35-393.01, "The Company certifies that it is not currently engaged in , and agrees for the duration of the contract to not engage in a boycott of Israel." Violation of this certification by the Contractor may result in action by the County up to and including termination of this Agreement.
- R. LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable, pursuant to the provisions of A.R.S. § 41-4401, the contractor hereby warrants that it is in material compliance with all federal immigration laws and regulations that relate to its employees and with the E-verify requirements set forth in A.R.S. § 23-214 (A).
- S. LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.
- T. 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.
- U. MOHAVE COUNTY SEAL USE:** Pursuant to A.R.S. §11-251.17 a firm or individual is NOT permitted to use, display or otherwise employ a copy or other resemblance of the Mohave County seal without obtaining approval from Mohave County Board of Supervisors.
- V. 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.
- W. 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.
- X. 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.
- Y. RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
- Z. 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.

- AA. SCRUTINIZED BUSINESSES:** In accordance with A.R.S. § 35-391.06 and A.R.S. § 35-393.06, the Contractor hereby certifies that it does not have any scrutinized business operations in Sudan or Iran.
- BB. SEVERABILITY:** The provisions of this Contract are severable in the sole discretion of the County, to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- CC. SUBSEQUENT EMPLOYMENT:** This Agreement is subject to the provisions of A.R.S. Sec. 38-511.
- DD. 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.
- EE. VISITATION AND INSPECTION:** Provider agrees that the Department and any other appropriate agencies of the State or Federal Government, or any of their duly authorized representatives, shall have access to the Provider's facilities and the right to examine any books, documents, and records of the Provider, involving transactions related to the Contract and that such books, documents, and records shall not be disposed of except as provided herein.
- FF. WAIVER:** The failure of either party of this Agreement to take action with respect to any conduct of the other which is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.
- GG. WARRANTIES:** Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

Contract Rate Schedule:

First Year Dependency Case Assignment:\$1,200.00
Second or Subsequent Year Representation on initial dependency case assignment:\$500.00
Dependency case assignment - Severance:\$500.00
Hourly Rate as allowed:\$ 60.00

Terms

Payment: **Net 30**

Contractor Information:

Contractor Name (Legal Business Name): _____

Contractor Tax Payer Identification Number _____

Firm Telephone Number (including area code): _____

Firm Fax Number (including area code): _____

Firm's Contact (Name / Title): _____

Firm's Contact Telephone (including area code): _____

Firm's Contact Email Address: _____

Firm's Street Address (including City/State/Zip) _____

Firm's Mailing Address (including City/State/Zip) _____

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 W. BEALE STREET, FIRST FLOOR EAST
P.O. BOX 7000
KINGMAN, AZ 86402-7000

IDS INDIGENT DEPENDENCIES ATTORNEY SERVICES
PAGE 18 of 19
PROCUREMENT OFFICER TRAINEE: JOSH KANT-WOOD
T: (928) 753-0752 EXTENSION 4458 | FAX: (928) 753-0787
EMAIL: KANTWJ@MOHAVE.GOV

OFFER FORM

TO MOHAVE COUNTY:

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

FIRM NAME

AUTHORIZED SIGNATURE

DATE OF SIGNATURE

PRINT FULL LEGAL NAME

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

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

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

Awarded this _____ day of _____, 20_____.

AUTHORIZED SIGNATURE

CONTRACTOR'S CHECKLIST

Following is a checklist of items that responding Contractor(s) shall include in their response to this solicitation. Review / Approval shall be made by Mohave County's Office of Indigent Defense Services (IDS) in coordination with the County's Procurement Department. **Please Note:** Failure to submit all required documentation in response to this solicitation will delay and/or result in Attorney's Application being rejected until such time as full and complete documentation is provided as indicated below.

1. Copy of Certificate of Graduation/Diploma and/or Official Transcript from Accredited Law School
2. Copy of State of Arizona Bar Card with Bar Number
3. Provision of Attorney / Attorney Firm Information
4. Copies of all required insurance certifications specified herein
5. Completed Price Sheet
6. Completed Offer Form – 2 signed Originals in Blue ink

Submit the above documentation to:

Mohave County Procurement Department
700 West Beale Street | P.O. Box 7000
Kingman, AZ 86402-7000
Telephone: (928) 753-0752, Extension 1
Attention: Josh Kant-Wood, Procurement Officer Trainee

For Questions, You May Contact:
KantWJ@mohave.gov